CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COMMUNITY ROOM OF THE POLICE DEPARTMENT HEADQUARTERS
2600 W. TRAVIS
SHERMAN, TEXAS
MONDAY, NOVEMBER 18, 2024
5:00 PM

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

A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER PAMELA L. HOWETH.

A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 4, 2024.

Oath of Office

B.1. OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION

Deputy Mayor Election

C.1. COUNCIL ELECTION OF DEPUTY MAYOR

Citizen Comments

D.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

E.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

F.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6787

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance 6398, And Granting A Specific Use Permit To Allow Automobile, Motorcycle, Boat, or Trailer Sales, New or Used in a C-2 (General Commercial) District Located At 5922 Texoma Parkway, Consisting of 1.865 acres being a part of the D.C. Shelp Survey, Abstract No. 1097 and the J.B. Shannon Survey, Abstract No. 1085, City Of Sherman, Grayson County, Texas 5922 Texoma Parkway, LLC (Owner), Saeid Taghvaei (Representative) and Barron-Stark Engineers (Surveyor/Engineer), Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

F.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6788

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

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow a Church or Other Place of Worship in a C-2 (General Commercial) District, Located At 4800 Texoma Parkway, Suite 300, Consisting of 42.8134 acres in the John Hendrix Survey, Abstract No. 503, the W.F. Patterson Survey, Abstract No. 969, the Daniel Shelp Survey, Abstract No. 1097 and the T.J. Shannon Survey, Abstract No. 1136, Lots 1 and 3, Block 1, Midway Mall, City Of Sherman, Grayson County, Texas Scott Cresswell (Owner), Stephanie Brister, BDG (Representative) and Old Republic (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

F.3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6789**

Abandoning Two (2) Water Main Easements Located in the City of Sherman, Grayson County, Texas, Being More Particularly Described in the Exhibit "A" and Exhibit "B" Attached Hereto and Made a Part Hereof for all Purposes, Which Easements are Established in Volume 1147, Page 341 and Volume 1166, Page 644 of the Deed Records of Grayson County, Texas

Close Public Hearing and Consider Adoption of Ordinances

G.1. **CLOSE PUBLIC HEARING**

Consider Adoption of Ordinance No. 6787, 6788 & 6789

G.2. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6782 (TABLED AT THE OCTOBER 21, 2024 CITY COUNCIL MEETING)**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.870 acres being Lot 1, Lot 2 and Lot 3, Alvarado Estates, in the Robert Thompson Survey, Abstract 1200, City Of Sherman, Grayson County, Texas, Located at 2901, 2909 and 2913 South First Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-4 (Single Family Residential) District Zoning Classification, BELACOOP, LLC (Owner), Jay Peskuski (Representative) and Underwood Drafting and Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Resolutions

H.1. **RESOLUTION NO. 7432**

Adopting a Public Improvement District Policy, Municipal Utility District Policy and Tax Increment Reinvestment Zone Policy for the City of Sherman

H.2. **RESOLUTION NO. 7433**

Awarding a Bid to and Authorizing Execution of a Contract with Wall Contractors, LLC Based on an Invitation to Bid for the Street Pavement Rehabilitation Program – Cherry St. from S. East St. to S. Grand Ave. Project

H.3. **RESOLUTION NO. 7434**

Authorizing Execution of a License Agreement with Three Oaks Development and Construction Company for a license on Property Owned by the City of Sherman Located at the 2400 Block of S. East Street.

H.4. **RESOLUTION NO. 7435**

Approving the Greater Texoma Utility Authority's Intention to Contract with Viking Painting LLC, for the Stephens PS and GST Facility Improvements

H.5. **** RESOLUTION NO. 7436***

Authorizing Execution of a Professional Services Agreement with Bureau Veritas for the Plan Review and Building Inspection Services for Sherman ISD High School Multi-Purpose Stadium

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

H.6. **** RESOLUTION NO. 7437***

Awarding a Bid to and Authorizing Execution of Contracts with Multiple Vendors for the Purchase of Multiple Fleet Vehicles for Multiple City Departments

H.7. **** RESOLUTION NO. 7438***

Authorizing the Execution of Encroachment Agreement with Don Chesser for the Encroachment of an Existing Detached Garage within a 20-foot Utility Easement Established by Ordinance No. 6786 and Filed in Instrument No. 2024-30665, Real Property Records, Grayson County, Texas, Locally Known as 914 East Thomas Street in the City of Sherman

H.8. **** RESOLUTION NO. 7439***

Awarding a Bid to and Authorizing Execution of a Contract with Wall Contractors, LLC for Pecan Grove East Park Improvements

H.9. **** RESOLUTION NO.* 7440**

Approving the Greater Texoma Utility Authority's Intention to Contract with Red River Construction Company, for the Sherman WTP - Sedimentation Basin Mechanism Replacement

H.10. **** RESOLUTION NO. 7441***

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

H.11. *** RESOLUTION NO. 7442**

Authorizing the Purchase of Sixteen New Solar Street Lights from Fonroche Lighting America through BuyBoard

H.12. **** RESOLUTION NO. 7443***

Authorizing the Purchase and Installation of a Modular Building at the WWTP from Palomar Modular Buildings through the Purchasing Cooperative Buyboard.

H.13. **** RESOLUTION NO. 7444***

Authorizing Execution of an Agreement with M&G Home Builders for the Abatement of AD Valorem Property Taxes for the Construction of a New Single-Family Residence at 620 South First Street within the City of Sherman Reinvestment Zone, Number 10 (#10)

H.14. **** RESOLUTION NO. 7445***

Authorizing Execution of an Agreement with M&G Home Builders for the Abatement of AD Valorem Property Taxes for the Construction of a New Single-Family Residence at 401 East Wilson Avenue within the City of Sherman Reinvestment Zone, Number 10 (#10)

H.15. **** RESOLUTION NO. 7446***

Authorizing Execution of an Agreement with M&G Home Builders for the Abatement of AD Valorem Property Taxes for the Construction of a New Single-Family Residence at 405 East Wilson Avenue within the City of Sherman Reinvestment Zone, Number 10 (#10)

OTHER BUSINESS

I.1. **OTHER BUSINESS**

1323 SOUTH CROCKETT STREET (Project No. 24-004615) (APPEAL FROM HISTORICAL PRESERVATION BOARD 10/1/2024) (TABLED AT THE NOVEMBER 4, 2024 CITY COUNCIL

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

MEETING)

The request of Jacqueline Moore (Owner), Joe Hall (Representative) and Helvey-Wagner Surveying, Inc.(Surveyor) concerning the property at 1323 South Crockett Street, consisting of 0.236 acres, being a part of the Samuel Blagg Survey, Abstract No. 56, being a part of Lot 62, of M.B. Moore's Addition

Consider Board/Commission Appointments

J.1. **BOARD/COMMISSION APPOINTMENT**
Main Street Advisory Board (4)

J.2. **BOARD/COMMISSION APPOINTMENT**
Council Audit Committee (3)

J.3. **BOARD/COMMISSION APPOINTMENT**
Investment Committee (2)

J.4. **BOARD/COMMISSION APPOINTMENT**
Tax Reinvestment Committee (2)

J.5. **BOARD/COMMISSION APPOINTMENT**
Tax Increment Financing Board #2 (3)

J.6. **BOARD/COMMISSION APPOINTMENT**
Tax Increment Reinvestment Zone #5 Board (3)

J.7. **BOARD/COMMISSION APPOINTMENT**
Tax Increment Reinvestment Zone #6 Board (3)

J.8. **BOARD/COMMISSION APPOINTMENT**
Tax Increment Reinvestment Zone #7 Board (3)

J.9. **BOARD/COMMISSION APPOINTMENT**
Tax Increment Reinvestment Zone #8 Board (3)

J.10. **BOARD/COMMISSION APPOINTMENT**
Tax Increment Reinvestment Zone #9 Board (3)

J.11. **BOARD/COMMISSION APPOINTMENT**
Texoma Council of Governments Governing Body (1)

COUNCIL COMMENTS

EXECUTIVE SESSION

In accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may hold an Executive Session if the discussion of any of the items identified in this agenda, or any of the items identified below, concern one or more of the following:

L.1. **TEX. GOV'T CODE § 551.071**
Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in

which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

L.2. **TEX. GOV.'T CODE § 551.072**
Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

L.3. **TEX. GOV'T CODE § 551.073**
Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

L.4. **TEX. GOV'T CODE § 551.074**
Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing

a) Sherman Economic Development Corporation (2)

b) City Manager

L.5. **TEX. GOV'T CODE § 551.076**
Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

L.6. **TEX. GOV'T CODE § 551.087**
Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect.

L.7. **TEX. GOV'T CODE § 551.089**
Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices.

The Council reconvenes into General Session

COUNCIL CALENDAR

N.1. **2024 & 2025 COUNCIL CALENDAR**

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall (317 S. Travis) of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on November 15, 2024 at 4:59 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

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

Dated this 15th day of November 2024. City of Sherman, Texas

_____

City Clerk

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

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

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

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

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

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

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

STATE OF TEXAS §

November 4, 2024

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Community Room of the Sherman Police Headquarters, 2600 W. Travis Street, on November 4, 2024.

MEMBERS PRESENT: **MAYOR DAVID PLYLER.**
COUNCIL MEMBERS BARNETT, DOBBS, HOLLAND, HOWETH, MARROQUIN, STEVENSON.

MEMBERS ABSENT: **NONE.**

CALL TO ORDER — **CALL TO ORDER**

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

APPROVE MINUTES — **APPROVE MINUTES**

The Council reviewed the Minutes of the Called Council Meeting (Budget) of June 15, 2023; the Called Joint Meeting with the Sherman Economic Development Corporation Board of Directors of September 12, 2023; the Called Meeting (Tree Ordinance) of September 14, 2023; the Called Meeting (Budget Planning) of April 19, 2024; the Called Meeting (Capital Improvement Program) of May 23, 2024; and the Regular City Council Meeting of October 21, 2024. Council Member Howeth moved to approve the Minutes, as presented; Second by Council Member Holland; All present voted AYE.
MOTION CARRIED.

CITIZEN'S COMMENTS

SHERMAN MUNICIPAL AIRPORT HANGARS — **AIRPORT HANGARS**

Peter Tracy, 705 S. Valentine, had questions on Resolution Nos. 7423 and 7424, concerning amendments to the SkyTrust agreements for the construction of hangars at the Sherman Municipal Airport.

Mr. Tracy clarified that this was an extension of the original agreement for the 10 year rental on the three hangars that were built at the Airport.

Clint Philpott, Assistant City Manager, said there was an increase in construction costs, and the City "worked it out" on the back end of the agreement.

Mr. Tracy asked about the Texas Department of Transportation grant to repave the runway. Mr. Philpott said it is still being worked on.

CONSENT AGENDA — **CONSENT AGENDA**

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

Council Member Barnett asked to remove Item F-11, entitled "Resolution 7426 - Authorizing Execution of an Agreement for EMS and Fire Protection Services between Grayson County, Texas and the City of Sherman, Texas, for the Period of October 1, 2024 through September 30, 2024," from the Consent Agenda for consideration in its regular order of business.

The Council reviewed the Consent Agenda. Council Member Stevenson moved to approve the Consent Agenda, with the exception of Item F-11, which will be considered in its regular order of business. Second by Council Member Dobbs. All present voted AYE.

Mayor Plyler introduced Ordinance No. 6786 and called for a public hearing:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING THE PLATTED ALLEY WEST OF LOT 1, BLOCK 29, W. ELLIOTT'S ADDITION, AND EAST OF LOTS 1-4, BLOCK 20, CONTINUATION OF W. ELLIOTT'S ADDITION, IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AS BEING SHOWN IN VOLUME 138, PAGE 265 AND VOLUME 101, PAGE 484, DEED RECORDS, GRAYSON COUNTY, TEXAS, AND BIENG MORE PARTICULARLY DESCRIBED IN THE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

ORD 6786 ABANDON PLATTED ALLEY (914 E. THOMAS)

Wayne Lee, Director of Engineering, said the property owner next door is requesting that this alley be abandoned. In 1964, the City Council Minutes show that the alley was abandoned, however it wasn't done by ordinance or filed at Grayson County.

If the Council approves the abandonment, it will be done by ordinance and filed at the County.

No citizens appeared before the City Council to discuss Ordinance No. 6786.

The Public Hearing was closed.

Ordinance 6786
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING THE PLATTED ALLEY WEST OF LOT 1, BLOCK 29, W. ELLIOTT'S ADDITION, AND EAST OF LOTS 1-4, BLOCK 20, CONTINUATION OF W. ELLIOTT'S ADDITION, IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AS BEING SHOWN IN VOLUME 138, PAGE 265 AND VOLUME 101, PAGE 484, DEED RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

ORD 6786 ABANDON PLATTED ALLEY (914 E. THOMAS)

ACTION TAKEN.

Motion by Council Member Howeth to approve Ordinance No. 6786, as presented. Second by Council Member Stevenson.

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

ORD 6782 ZONE CHANGE (2901, 2909, 2913 S. FIRST ST) (REMAINS ON TABLE)

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6782 (TABLED AT THE OCTOBER 21, 2024 CITY COUNCIL MEETING)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.870 ACRES BEING LOT 1, LOT 2 AND LOT 3, ALVARADO ESTATES, IN THE ROBERT THOMPSON SURVEY, ABSTRACT 1200, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 2901, 2909 AND 2913 SOUTH FIRST STREET, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-4 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, BELACOOP, LLC (OWNER), JAY PESKUSKI (REPRESENTATIVE) AND UNDERWOOD DRAFTING AND SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

Mayor Plyler asked if Council Members wanted to remove Ordinance 6782 from table, for discussion. Council Member Stevenson said it was originally tabled because there was no representative there to answer questions.

Council Members asked if a representative was present to answer questions. Since no one appeared to represent the request, it remained tabled.

RES 7416 SALE OF CITY OWNED PROPERTY (FM 1417 & HWY 75)

RESOLUTION NO. 7416 -- APPROVAL OF THE PURCHASE AND SALE AGREEMENT WITH BEL AIR COMMUNITIES, LLC, FOR THE PURCHASE AND SALE OF APPROXIMATELY 10.0 ACRES OF LAND, GENERALLY LOCATED SOUTH OF F.M. 1417, EAST OF U.S. HIGHWAY 75 AND BEHIND THE MOVIE BOWL GRILL IN THE CITY OF SHERMAN, TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APROVAL OF THE PURCHASE AND SALE AGREEMENT WITH BEL AIR COMMUNITIES, LLC, FOR THE PURCHASE OF APPROXIMATELY 10.0 ACRES OF LAND, GENERALLY LOCATED SOUTH OF F.M. 1417, EAST OF U.S. HIGHWAY 75 AND BEHIND MOVIE BOWL GRILL IN THE CITY OF SHERMAN, TEXAS.

Mr. Philpott explained that the property lies behind Schulman Movie Bowl Grill, and would be sold to Bel Air Communities, to be included in their development. The property backs up to the lagoon feature.

Six acres of the ten acres is actually usable. Money gained from the sale of the property would be put into the TIRZ to help pay for additional public infrastructure within the TIRZ.

ACTION TAKEN.

Motion by Council Member Howeth to approve Resolution No. 7516, as presented. Second by Council Member Barnett.

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

RES 7417 DEMOLITION OF BALTIC & ST. CHARLES APARTMENTS

RESOLUTION NO. 7417 -- AWARDING A BID TO AND AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN WHOLE ENVIRONMENTAL, INC. BASED ON AN INVITATION TO BID FOR DEMOLITION AND ASBESTOS REMEDIATION SERVICES FOR THE BALTIC AND ST. CHARLES APARTMENTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN WHOLE ENVIRONMENTAL, INC. BASED ON AN INVITATION TO BID FOR DEMOLITION AND ASBESTOS REMEDIATION SERVICES FOR THE BALTIC AND ST. CHARLES APARTMENTS.

Rob Rae, Director of Development Services, said this contract would allow for a contract for demolition services for The Baltic and St. Charles Apartments. If approved they will start demolition tomorrow and it is estimated to take 12 weeks to complete.

ACTION TAKEN.

Motion by Council Member Marroquin to approve Resolution No. 7417, as presented. Second by Council Member Howeth.

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

RES 7418 DOWNTOWN BUILDING ASSESSMENT

RESOLUTION NO. 7418 -- AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH WALTER P. MOORE AND ASSOCIATES INC. FOR A DOWNTOWN BUILDING ASSESSMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH WALTER P. MOORE AND ASSOCIATES, INC. FOR THE DOWNTOWN BUILDING ASSESSMENT.

Mr. Rae said this contract is with a structural engineering firm that would assess the overall condition of critical buildings in Downtown Sherman. This data could then be used by the Council for future development and revitalization strategies.

The proposed assessment would include 10 blocks, and would include all the buildings that have attached or shared walls within that designated area.

Mr. Rae said the staff is still working to finalize some last-minute agreement issues. If approved, those issues would be finalized with the City Attorney and the City Manager. Otherwise, he asked that the item be tabled.

Council Member Barnett verified that the inspection would be a visual inspection. Mr. Rae said it would be an exterior assessment from the public right-of-way, based on issues that could affect the City. They would not use a drone assessment because the staff was concerned about private property.

Council Member Howeth asked about the next step if questionable structures were determined. Mr. Rae said the assessment would determine three levels of conditions, "good," "minor changes," or "major changes."

The assessment could be relayed to the building owner, and also could be attached if a building permit is pulled, so the staff would know if additional repairs would be needed.

Robby Hefton, City Manager, added that the staff also wanted to be sure that the City's money used for Downtown façade grants would not be spent on buildings that needed major structural repairs.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 7418, subject to the staff working out specific conditions. Second by Council Member Dobbs.

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

Mayor Plyler asked that the captions of Resolution 7419 and Resolution 7420 be read together:

RES 7419
SOUTH WWTP

RESOLUTION NO. 7419 -- APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AMEND CONTRACT LANGUAGE TO ARTICLE 9 AND ARTICLE 15, CONVERSION FROM CMAR TO LUMP SUM, TO KIEWIT WATER FACILITIES SOUTH CO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO AMEND CONTRACT LANGUAGE TO ARTICLE 9 AND ARTICLE 15, CONVERSION FROM CMAR TO LUMP SUM TO KIEWIT WATER FACILITIES SOUTH CO.

RES 7420
SOUTH WWTP

RESOLUTION NO. 7420 -- APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO APPROVE AMENDMENT NO. 7 (FINAL GMP) TO KIEWIT WATER FACILITIES SOUTH CO. FOR THE SOUTH WASTEWATER TREATMENT PLANT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO APPROVE AMENDMENT NO. 7 (FINAL GMP) TO KIEWIT WATER FACILITIES SOUTH CO. FOR THE SOUTH WASTEWATER TREATMENT PLANT.

Mr. Philpott updated the Council on the status of the South Wastewater Treatment Plant - MBR Project. As of September 30, 2024, the project is on schedule and moving forward. He discussed the number of personnel on site, the number of subcontractors

working on the project, the percentage of completion, and the number of manhours spent on the job.

Mr. Philpott said Kiewit is also involved in the community, and he showed photos of some of their participation and giving back to Sherman.

As of September 30, 2024, they have 377 personnel onsite, and the "substantial" completion date is August 2025, which will meet the schedule for Sherman's needs.

He explained that Resolution 7419 is the City giving approval to the Greater Texoma Utility Authority to approve contract language which converts the project from a "construction manager at risk" project to a "lump sum" project. Many cities do this for the ease of getting the project done.

Resolution 7420 is the actual approval of the final GMP as a lump sum contract. Kiewit submitted a final GMP for the WWTP for a total amount of $288,131,406.55. The only thing this doesn't include is any potential change orders for items that the City wants, to change the scope of the project. For any of those items, the City would negotiate a price and come back to the City Council for approval.

Mr. Philpott said the staff is recommending moving to a lump sum project. Mr. Hefton reiterated that $288 million is the final number for the project, and only changes that the City initiates and approves, would come back.

Council Member Stevenson verified that if the City doesn't change the scope of the project, the total cost would be $288 million. Mr. Philpott explained the CMAR contract includes a contingency fund that can be used for contract changes and gap charges. Lump sum removes that, and there is an "internal contingency" built in that, if they don't spend, they get to keep. This makes the ease of construction a lot faster.

Council Member Stevenson verified that, in this contract, the internal contingency is $9 million, and that they would keep it if they don't use it. He felt this was "a lot of bonus money" to give them that they could keep if they don't spend. He said they were already being paid an extra premium to get this project completed quickly, and felt this was "asking them to do what they've already said they would do."

The staff discussed "owner contingency" versus "builder contingency."

Council Member Barnett said there could also be a risk that prices increase, and they would be held to the lump sum price.

Mr. Hefton said the lump sum price was negotiated, and started out higher, and the $9 million contingency is about 3% of the total project cost. He felt it was important to keep the timing of the project in line.

Mayor Plyler said Wastewater Treatment Plants are extremely difficult and expensive to build, and he didn't feel that a 3% contingency was outrageous.

Council Member Stevenson verified that there would be a full accounting of expenses at the end of the project, so the Council would know how much of the contingency they were able to keep.

Council Member Barnett verified that the final completion date was in November 2025.

ACTION TAKEN.

Motion by Council Member Howeth to approve Resolution Nos. 7419 and 7420, as presented. Second by Council Member Barnett.

VOTING AYE: Barnett, Dobbs, Holland, Howeth, Marroquin.
VOTING NAY: Stevenson.
MOTION CARRIED.

RES 7421 HERITAGE RANCH PUBLIC IMPROVEMENT PROJECT

RESOLUTION NO. 7421 -- AUTHORIZING EXECUTION OF AN AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT WITH TEAGUE NALL AND PERKINS, INC. FOR DESIGN OF THE HERITAGE RANCH PUBLIC IMPROVEMENTS PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT WITH TEAGUE NALL AND PERKINS, INC. FOR DESIGN OF THE HERITAGE RANCH PUBLIC IMPROVEMENTS.

Mr. Lee said in January, the Council approved an agreement with Teague Nall and Perkins, for the design of Lonestar Parkway, a four-lane, divided arterial road, which is a realignment of Plainview Road, up to the new, proposed elementary school.

During the design process, it was determined that the City would need to rebuild a portion of Plainview Road, along the school property. Mr. Lee said it makes sense to build it in concrete, and this amendment helps pay for the design, additional design, advertising, and construction services for the remainder of Heritage Ranch Trail, from the school to Heritage Parkway.

The amendment is for $162,200, for a total contract price of $1.25 million.

ACTION TAKEN.

Motion by Council Member Dobbs to approve Resolution No. 7421, as presented. Second by Council Member Holland.

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

RESOLUTION NO. 7422 -- AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GARVER, LLC FOR THE SHERMAN WTP SEDIMENTATION BASIN MECHANISM REPLACEMENT PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GARVER, LLC FOR THE SHERMAN WTP SEDIMENTATION BASIN MECHANISM REPLACEMENT PROJECT.

CONSENT AGENDA.

RES 7422
WATER TREATMENT PLANT SEDIMENTATION BASIN

RESOLUTION NO. 7423 -- AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO ADDENDUM TO AGREEMENT WITH SKYTRUST, LLC DATED MARCH 2, 2020 FOR CONSTRUCTION OF HANGARS AT THE SHERMAN MUNICIPAL AIRPORT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO THE ADDENDUM TO AGREEMENT WITH SKYTRUST, LLC DATED MARCH 2, 2020, FOR CONSTRUCTION OF HANGARS AT THE SHERMAN MUNICIPAL AIRPORT.

CONSENT AGENDA.

RES 7423
MUNICIPAL AIRPORT HANGARS

RESOLUTION NO. 7424 -- AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO THE CONTRACT WITH SKYTRUST, LLC DATED FEBRUARY 2, 2020 FOR ASSIGNMENT OF RENTAL INCOME FOR HANGAR NO. 1 AT THE SHERMAN MUNICIPAL AIRPORT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO CONTRACT WITH SKYTRUST, LLC DATED FEBRUARY 2, 2020 FOR ASSIGNMENT OF RENTAL INCOME FOR HANGAR NO. 1 AT THE SHERMAN MUNICIPAL AIRPORT.

CONSENT AGENDA.

RES 7424
MUNICIPAL AIRPORT HANGARS

RESOLUTION NO. 7425 -- AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES, INC. FOR THE STORMWATER MANAGEMENT PROGRAM (SWMP) PREPARATION AND PHASE II MS4 GENERAL PERMIT ASSISTANCE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES, INC. FOR THE STORMWATER MANAGEMENT PROGRAM (SWMP) PREPARATION AND PHASE II MS4 GENERAL PERMIT ASSISTANCE.

CONSENT AGENDA.

RES 7425
STORMWATER MANAGEMENT PROGRAM

RESOLUTION NO. 7426 -- AUTHORIZING EXECUTION OF AN AGREEMENT FOR EMS AND FIRE PROTECTION SERVICES BETWEEN GRAYSON COUNTY, TEXAS AND THE CITY OF SHERMAN, TEXAS FOR THE PERIOD OF OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT FOR EMS AND FIRE PROTECTION SERVICES BETWEEN GRAYSON COUNTY, TEXAS AND THE CITY OF

RES 7426
GRAYSON COUNTY EMS & FIRE PROTECTION

SHERMAN, TEXAS FOR THE PERIOD OF OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025.

Council Member Barnett asked to remove Item F-11 from the Consent Agenda for consideration in its regular order of business.

Council Member Barnett said he paid City taxes and County taxes, and a portion of the County tax goes to pay for EMS. As the County grows, that portion of the County tax will also grow, and yet he's already paying for emergency services. Essentially, he is paying for the same service twice.

He said it makes since for the County to have a solution, other than to rely on the City to solve their emergency management problems. He asked if they had brought any plan to the City as to how that will be handled in the future.

Billy Hartsfield, Fire Chief, said he is aware of some meetings, but has not been invited to the meetings. Mr. Hefton said he would prefer that the City was out of the fire/EMS service in the County. He said this is a one-year contract, and the County is talking about setting up Emergency Districts. He added that the County is aware that the City is "growing weary" of providing this service outside the City limits.

Council Member Stevenson verified that the proposed contract does not compensate the City for the full cost of service. Chief Hartsfield said is provides about a 50% discount to the County, per incident of response. Council Member Barnett said, also, the Sherman citizens have already paid the County with their tax dollars.

Chief Hartsfield said the ability of other surrounding cities has increased and they are better equipped to help provide services to the County.

Council Member Stevenson asked Ryan Pittman, City Attorney, if the City could not enter into an agreement if they were not fully compensated. Mr. Pittman said they could, or they could just not enter into the agreement. Mr. Hefton said they could also enter into the agreement for six months instead of a year.

Council Member Howeth verified that the cost the County pays was determined through a "very hasty" annual negotiation. Chief Hartsfield said last year the City received a $90,000 increase in the contract, but there was no increase for this year.

Council Member Barnett said he was also concerned about fire/EMS service to the citizens that said they did not want to be part of the City's Extra Territorial Jurisdiction.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 7426, subject to a maximum contract of six months and pro-rated. Second by Council Member Barnett.

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

RESOLUTION NO. 7427 -- AUTHORIZING THE PURCHASE OF MOWERS FROM SAM'S LAWN RIDERS FOR THE PARKS MAINTENANCE DEPARTMENT THROUGH SOURCEWELL CONTRACT

RES 7427
PARKS MAINT
EQUIPMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF MOWERS FROM SAM'S LAWN RIDERS FOR THE PARKS MAINTENANCE DEPARTMENT.
CONSENT AGENDA.

RESOLUTION NO. 7428 -- AUTHORIZING THE PURCHASE OF A NEW MANHOLE CUTTER FROM KIRBY SMITH FOR THE STREET MAINTENANCE DEPARTMENT THROUGH BUYBOARD

RES 7428
STREET DEPT
EQUIPMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW MANHOLE CUTTER FROM KIRBY SMITH FOR THE STREET MAINTENANCE DEPARTMENT THROUGH BUYBOARD.
CONSENT AGENDA.

RESOLUTION NO. 7429 -- AUTHORIZING THE PURCHASE OF A ZERO TURN MOWER AND ATTACHMENTS FROM GLK TURF SOLUTIONS FOR THE PARKS MAINTENANCE DEPARTMENT THROUGH BUYBOARD

RES 7429
PARKS MAINT
EQUIPMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A ZERO TURN MOWER AND ATTACHMENTS FROM GLK TURF SOLUTIONS FOR THE PARKS MAINTENANCE DEPARTMENT THROUGH BUYBOARD.
CONSENT AGENDA.

RESOLUTION NO. 7430 -- AUTHORIZING SUBMISSION OF A GRANT APPLICATION AND THE ACCEPTANCE OF THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY GRANT FY25

RES 7430
CRIME PREVENTION
GRANT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF A GRANT APPLICATION AND THE ACCEPTANCE OF THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY GRANT FY25, THROUGH THE TEXAS DEPARTMENT OF MOTOR VEHICLES FOR THE SHERMAN POLICE DEPARTMENT OPERATIONS.
CONSENT AGENDA.

RESOLUTION NO. 7431 -- AUTHORIZING THE PURCHASE OF A NEW VERMEER CHIPPER FROM VERMEER FOR STREET MAINTENANCE DEPARTMENT THROUGH BUYBOARD

RES 7431
STREET MAINT
EQUIPMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW VERMEER CHIPPER FROM VERMEER FOR THE STREET MAINTENANCE DEPARTMENT THROUGH BUYBOARD.
CONSENT AGENDA.

CHANGE ORDER WWTP ELECTRICAL DISTRIBUTION & GENERATOR PROJECT

CHANGE ORDER NO. 1
APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO APPROVE CHANGE ORDER NO. 1 TO BID PACKAGE #3 TO ELLIOTT ELECTRIC SUPPLY FOR THE WASTEWATER TREATMENT PLANT ELECTRICAL DISTRIBUTION & GENERATOR PROJECT

Mr. Lee said in September 2023, the City Council approved Bid Package #3 to Elliott Electric Supply for the Wastewater Treatment Plant Electrical Distribution Generator Project.

The vendor will be unable to meet the specified transformers that were included in the bid package, under the required timeline. The vendor has recommended a copper transformer instead of an aluminum transformer, which will require a couple of additional transformers.

After review by the engineer, it was determined that they were equivalent. They will cost $136,000 more, which is 10% from the original award. Elliott Electric will also supply a three-year warranty instead of a two-year warranty.

Council Member Dobbs asked if the copper transformers were originally available, or asked what changed since the award of bid. Mr. Hefton said originally, they thought they would have the copper transformers on a certain date, but now they can't be delivered.

Council Members expressed concern that the aluminum transformers "ran hotter" than the copper. Tom Pruitt, Utility Engineer, said they have a safety factor built into them, and Elliott Electric extended the warranty. He said it would take 18 months to get the copper transformers.

Mayor Plyler did not like the use of aluminum transformers.

ACTION TAKEN.

Motion by Council Member Stevenson to approve the Greater Texoma Utility Authority's intention to approve Change Order No. 1, to Elliott Electric Supply for the Wastewater Treatment Plant Electrical Distribution and Generator Project, as presented. Second by Council Member Howeth.

VOTING AYE: Barnett, Dobbs, Holland, Howeth, Marroquin, Stevenson.
VOTING NAY: Plyler.
MOTION CARRIED.

HISTORICAL PRESERVATION BOARD APPEAL FENCE AT 1323 S. CROCKETT ST (TABLED)

OTHER BUSINESS

1323 SOUTH CROCKETT STREET (Project No. 24-004616) (APPEAL FROM HISTORICAL PRESERVATION BOARD 10/1/2024) THE REQUEST OF JACQUELINE MOORE (OWNER), JOE HALL (REPRESENTATIVE) AND HELVEY-WAGNER SURVEYING, INC. (SURVEYOR) CONCERNING THE PROPERTY AT 1323 SOUTH CROCKETT STREET, CONSISTING OF 0.236 ACRES, BEING A PART OF THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56, BEING A PART OF LOT 62, OF M.B. MOORE'S ADDITION

Mr. Rae said the applicant, Jacqueline Moore, has appealed a decision by the Historical Preservation Board, concerning the

construction of a fence at her residence at 1323 South Crockett Street, located in the Heritage Row Historical District.

No building permits were requested for the construction of the fence, which was "red-tagged" following an inspection of the property by the City staff. Since that time, the contractor has applied for a permit and the Certificate of Appropriateness was applied for. The fence is a 4' high, ranch style fence which is stained.

The Historical Preservation Board met on October 1, 2024, to consider the request for a Certificate of Appropriateness. They voted 3-to-0 to allow the fence, but no taller than 36" and it must be painted white or black.

Mr. Rae said there are four options for Council Members. They can deny the appeal and sustain the Historical Board's action; approve the appeal, allowing the 4' high stained fence; deny the original request for the Certificate of Appropriateness; or determine other conditions for the request.

<u>Jacqueline Moore, 1323 S. Crockett Street</u>
Ms. Moore is the applicant and property owner. She said there was no information or notification about Heritage Row prior to her purchase of the home.

She said there were seven homes near her on Heritage Row that have fences in the front yard and none of them have approval from the Board. They all average 42" or higher. Her fence is 48" tall.

<u>Louise Moore, 1318 S. Crockett Street</u>
Louise Moore, is Jacqueline Moore's mother and lives across the street from her. She reiterated that of the seven homes on the street that have fences in the front yard, there is only one that is 36" tall.

Jacqueline Moore said she was officially notified on October 21, 2024, that she didn't have a fence permit. The builder did tell her he had a permit for the fence. She would like to keep the fence stained instead of painting it black or white.

Council Member Howeth expressed concern that people purchasing homes in the Historical District weren't made aware of the restrictions on their property. Mayor Plyler said they are told about the restrictions when they "pull" a building permit, before construction begins.

Jacqueline Moore asked for an "accommodation" for her fence, until she can afford to install a more appropriate iron fence.

Council Member Stevenson confirmed that, on August 16, 2024, Jacqueline Moore was told by her contractor that he had a permit for construction of the fence. Mr. Rae said a permit was applied for on August 12, 2024, but it was never "signed off on" by the Building Official. At that time, the City staff realized it didn't go before the Historical Board for approval.

Mr. Rae said the requirements for the Heritage Row Historical District are in the City's Code of Ordinances. Council Member Stevenson confirmed that the person applying for the building permit would have been told by City staff that they needed a Certificate of Appropriateness from the Historical Board.

Council Member Stevenson said the Historical Board said they would allow the fence, but no taller than 36" and painted white or black. He asked if she was willing to adhere to those conditions.

She felt 36" was too short and said she would bring it down to 43", but she felt a black stain would be more appropriate.

Council Member Barnett verified that the Historical District is shown on the City's Zoning Map and is available on the GIS map on the website. He said it would be the same as any of the other zoning districts, such as R-4 or the Blalock Overlay District.

Council Member Stevenson asked if any notification is mailed to residents of the Historical District about regulations. Mayor Plyler said it is normally part of the permitting approval process. He also didn't feel that the average fence on Heritage Row was 42" tall.

Council Member Dobbs felt it was important to pay attention to the aesthetics of a neighborhood, especially with the new development in Sherman.

Mr. Rae said, originally the fence was fully enclosed. The Building Official told them that, in front yards, there is a requirement for an "ornamental" fence to have 50% opening.

ACTION TAKEN.

Motion by Council Member Stevenson to Table the Appeal from the Historical Preservation Board's decision for a Certificate of Appropriateness at 1323 South Crockett Street, to allow a 4' wood decorative fence in the Heritage Row Historical District, to get some clarity on the issue. Second by Council Member Howeth.

VOTING AYE: Barnett, Dobbs, Holland, Howeth, Marroquin, Stevenson.
VOTING NAY: None.
MOTION CARRIED TO TABLE.

REJECT BIDS FOR WWTP DISTRIBUTION SYSTEM (MV LOOP PROJECT)

<u>REJECT ALL BIDS FOR THE CONSTRUCTION OF THE WASTEWATER TREATMENT PLANT 12.5KV DISTRIBUTION SYSTEM (MV LOOP PROJECT)</u>

Mr. Lee said there was only one bidder for the Wastewater Treatment Plant Distribution System, and that bidder didn't recognize the two addendums, which makes it a non-responsive bid. The staff is recommending that the bid be rejected and the project be readvertised.

ACTION TAKEN.

Motion by Council Member Stevenson to reject all bids for the construction of the Wastewater Treatment Plant 12.5KV

Distribution System (MV Loop Project), as presented. Second by Council Member Dobbs.

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

COUNCIL COMMENTS — **COUNCIL COMMENTS**

- **The Council spent just as much time discussing a fence issue with a citizen as they did discussing a $9 million issue with a contractor. (Josh Stevenson)**
- **Commended the Police Department on the annual Fright Fest. (Pam Howeth, Henry Marroquin)**
- **Commended Kiewit Water Facilities South for giving back to the community. (Daron Holland)**
- **Thanks to Mayor Plyler for everything he has done for Sherman, and for his years of service. (Henry Marroquin, Clay Barnett)**

ANNOUNCEMENTS — **ANNOUNCEMENTS**

Mayor Plyler announced the following:

- **This is his last full City Council Meeting as Mayor of the City of Sherman. He said it has been a joy and a privilege to serve this City for the past nine years. He thanked everyone for allowing him to serve. He also congratulated Mayor-elect Shawn Teamann, and said he knew he would do a great job.**

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

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

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

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

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

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

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

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

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

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

The Executive Session was not needed.

ADJOURNMENT **ADJOURNMENT**
On Motion duly made and carried, the meeting adjourned at 6:22 p.m.

_____
MAYOR

_____
CITY CLERK

SOUTH WWTP – MBR PROJECT

As of April 3, 2024

- **Total Personnel Onsite: 181**
  - Onsite Staff: 67
  - Onsite Craft: 78
  - Onsite Subcontractors: 36
- **Total Percent Complete**
  - Excavation: 73%
  - Backfill: 14%
  - UG Pipe: 3.5%
  - UG Electrical: 0%
  - Concrete: 10%
  - AG Pipe: 0%
  - AG Electrical: 0%
  - Process Mechanical: 0%

As of September 30, 2024

- **Total Personnel Onsite: 377**
  - Onsite Staff: 93
  - Onsite Craft: 223
  - Onsite Subcontractors: 61
- **Total Percent Complete**
  - Excavation: 83%
  - Backfill: 40%
  - UG Pipe: 58%
  - UG Electrical: 68%
  - Concrete: 60%
  - AG Pipe: 0%
  - AG Electrical: 0%
  - Process Mechanical: 0%

- **Total Manhours without a Recordable**
  - 320,626 MH
    - 55,493 in September 2024

- **Total Contracts Executed**
  - 71 Total
    - 20 Subcontracts
    - 25 Service Agreements
    - 26 Material Contracts

- **Total Submittals Approved**
  - 460 Approved or Approved As Noted
  - 72 Information Only
  - 46 Currently in Review

- **Total Off Site Vendor Surveillance Inspections**
  - 2 supplier facility quality inspections
  - 14 supplier pre-fab meeting quality inspections

SHERMAN SOUTH – WWTP PROJECT

Aerial Time Lapse

Oct 19, 2023

SHERMAN SOUTH – WWTP PROJECT

Aerial Time Lapse

Jan 3, 2024

SHERMAN SOUTH – WWTP PROJECT

Aerial Time Lapse

Apr 5, 2024

SHERMAN SOUTH – WWTP PROJECT

Aerial Time Lapse

Jul 2, 2024

North Plant

SHERMAN SOUTH – WWTP PROJECT

Aerial Time Lapse

Apr 4, 2024

Sep 26, 2024

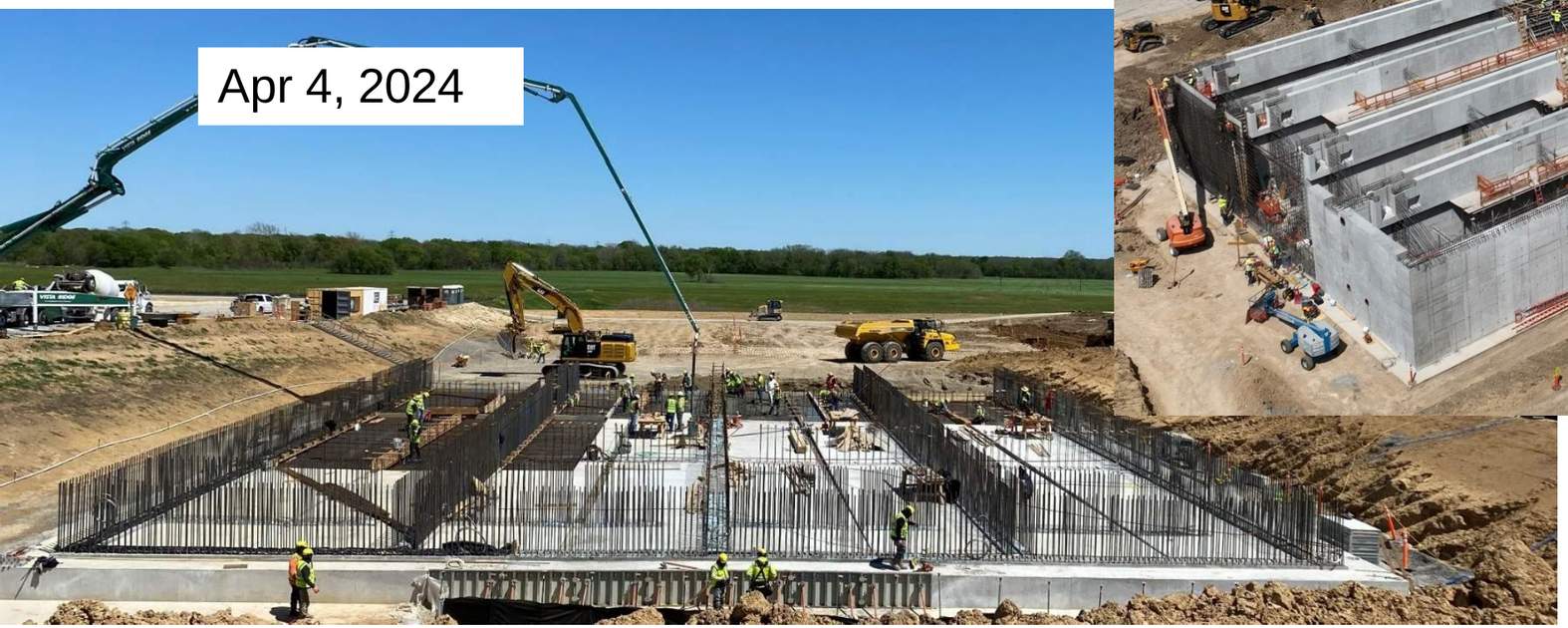
Apr 4, 2024

Sep 26, 2024

Influent Pump Station

Biological Reactor Basin, Membrane Basins, Membrane Support Building, RAS, and EQ Tank

Biological Reactor Basin, Membrane Basins, Membrane Support Building, and RAS



Preliminary Treatment Unit

EQ Tank

North Plant Relift

June 2024: Collected 332 canned goods that were donated to the local Salvation of Army in Sherman.

August 2024: Donated 300+ Canned Goods to Grand Central Station a Local Nonprofit Organization. Their mission is to provide food, tools for learning, advocacy, and life solutions, for their neighbors in need, in an environment of safety.

June 2024: Donated shoes to local basketball team.

July 2024: Shoveled wood chips in play zone area at the local city of Sherman park – Martin Luther King

As of September 30, 2024

- **Total Personnel Onsite: 377**
  - Onsite Staff: 93
  - Onsite Craft: 223
  - Onsite Subcontractors: 61

- **Total Percent Complete**
  - Excavation: 83%
  - Backfill: 40%
  - UG Pipe: 58%
  - UG Electrical: 68%
  - Concrete: 60%
  - AG Pipe: 0%
  - AG Electrical: 0%
  - Process Mechanical: 0%

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 11/18/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6787

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance 6398, And Granting A Specific Use Permit To Allow Automobile, Motorcycle, Boat, or Trailer Sales, New or Used in a C-2 (General Commercial) District Located At 5922 Texoma Parkway, Consisting of 1.865 acres being a part of the D.C. Shelp Survey, Abstract No. 1097 and the J.B. Shannon Survey, Abstract No. 1085, City Of Sherman, Grayson County, Texas 5922 Texoma Parkway, LLC (Owner), Saeid Taghvaei (Representative) and Barron-Stark Engineers (Surveyor/Engineer), Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Repealing Ordinance 6398 and Consideration of a Specific Use Permit for 1.865 acres of land located at 5922 Texoma Parkway to Allow Automobile, motorcycle, boat, or trailer sales, new or used in a C-2 (General Commercial) District

Background:

The property is located at 5922 Texoma Parkway near the intersection of Woodlake Road and Texoma Parkway. The owner is requesting a Site Plan and Specific Use Permit to allow Automobile, motorcycle, boat, or trailer sales, new or used in a C-2 (General Commercial) District and repeal Ordinance No. 6398.

The following has been approved for this location:

- 6/22/2021 - Public Hearing, Site Plan and Specific Use Permit approval under Section 14.06.009 to allow Used Automobile Sales in a C-2 (General Commercial) District.

Origination:

5922 Texoma Parkway, LLC (Owner)
Saeid Taghvaei (Representative)
Barron-Stark Engineers (Surveyor/Engineer)

Financial Consideration:

None

Staff Recommendation:

At the October 23, 2024 regular meeting, the Planning and Zoning Commission voted 5/0 to recommend to City Council that the Specific Use Permit be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff does not have any objection to this specific use permit request.**

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6787
2. Exhibit A - Survey
3. Exhibit B - Site Plan
4. Location Map
5. Zoning Map
6. Future Landuse Map
7. Property Notification Sign
8. Narrative
9. Elevations
10. Staff Review Letter

ORDINANCE NO. 6787

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, REPEALING ORDINANCE 6398, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW AUTOMOBILE, MOTORCYCLE, BOAT, OR TRAILER SALES, NEW OR USED IN A C-2 (GENERAL COMMERCIAL) DISTRICT LOCATED AT 5922 TEXOMA PARKWAY, CONSISTING OF 1.865 ACRES BEING A PART OF THE D.C. SHELP SURVEY, ABSTRACT NO. 1097 AND THE J.B. SHANNON SURVEY, ABSTRACT NO. 1085, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS 5922 TEXOMA PARKWAY, LLC (OWNER), SAEID TAGHVAEI (REPRESENTATIVE) AND BARRON-STARK ENGINEERS (SURVEYOR/ENGINEER), 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 5922 Texoma Parkway, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit allow a Automobile, motorcycle, boat, or trailer sales, new or used subject to the conditions described in this Ordinance and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14 is hereby amended so as to hereafter include property as described as **Exhibit A – Survey** and highlighted in red on **Exhibit B – Site Plan**.

SECTION 2. Repeal of Ordinance No. 6398. The City Council hereby repeals Ordinance No. 6938 of the Code of Ordinances in its entirety. The effective date of such repeal shall not occur

until the effective date of this Ordinance, at which time Ordinance No. 6398 shall be repealed. Such repeal shall not abate any pending prosecution or lawsuit or prevent any prosecution or lawsuit from being commenced for any violation of any provision of Ordinance No. 6398 occurring before the effective date of this Ordinance.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. *(Code of Ordinances Chapter 3)*
3. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
4. The 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.
5. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires, displays or parts are permitted.
6. The property must be properly maintained in a state of good repair and neat appearance.
7. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
8. 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))*
9. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Valvoline Instant Oil Change is the occupant of the Property.
10. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
11. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

12. New drive approaches and sidewalks shall conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003(h)
13. Platting of the property is required within 6 months of the execution of this Ordinance.

Fire Services

-Building does not have a fire lane and by code requires one.

The following shall be corrected prior to approval of a site plan by the Fire Marshal's Office.

14. [ ] 503.2.1 Amended - Fire apparatus access roads shall have an unobstructed width of not less than 24', exclusive of shoulders and an unobstructed vertical clearance of not less than 14'.
15. [ ] D103.3 Amended - The minimum turning radius shall be at least 25 feet radius unless roadway or fire lane exceeds minimum requirement of 24 feet or approved by fire code official. (Located In City Ordinances Amendments)
16. [ ] D103.4 Amended - Dead-end fire apparatus access roads in excess of 150' in length shall be provided with a 100' diameter cul-de-sac or 120' hammerhead at 24' wide fire lane. (Located In City Ordinances Amendments)

Additional Conditions:

17. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B.**
18. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Saeid Taghraei is the lessee of the Property.
19. The use is limited to retail automobile sales only.

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 November 2024.

ADOPTED on this the 18th day of November 2024.

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

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

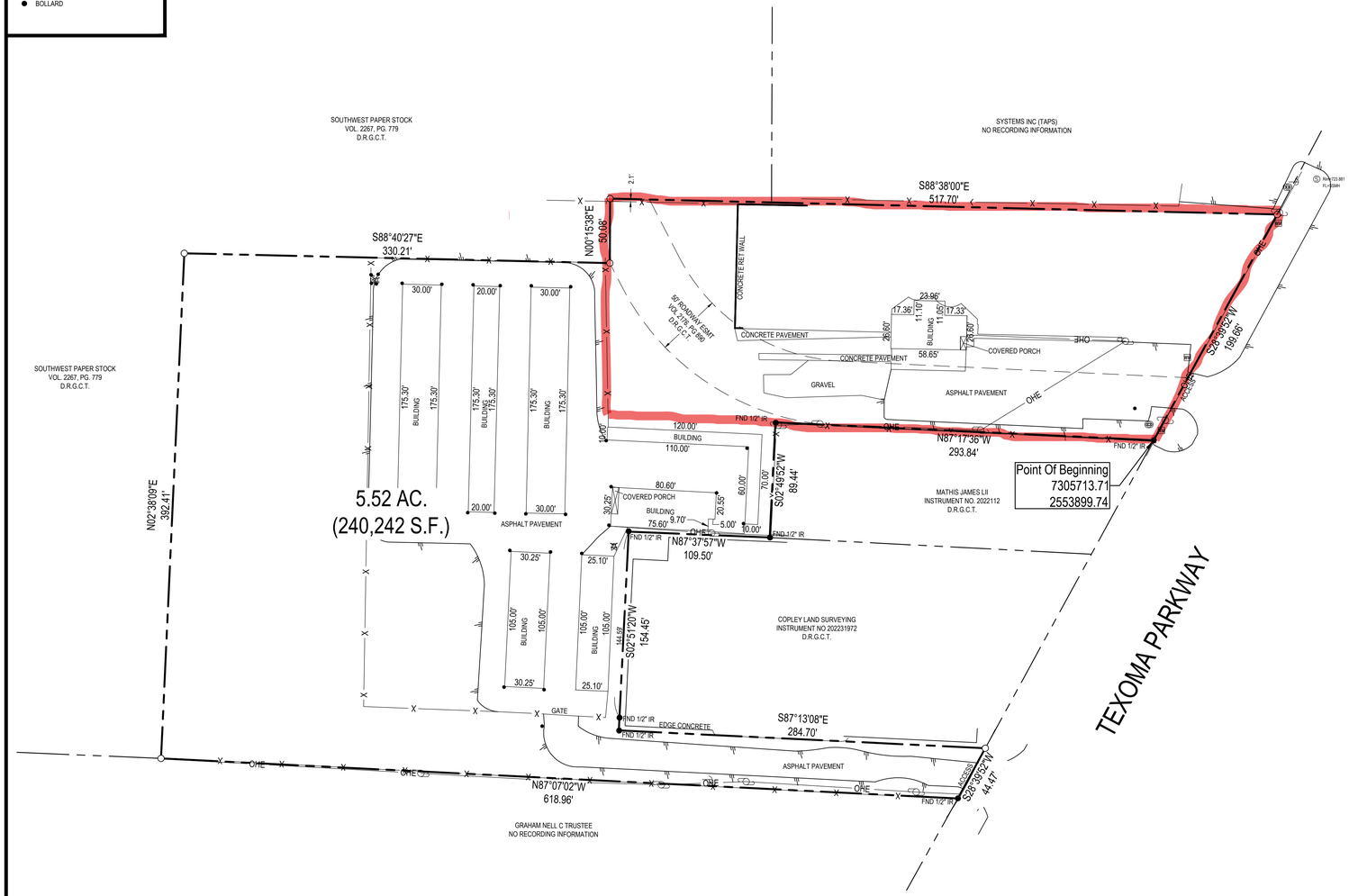
APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

SYMBOLS LEGEND

- SANITARY SEWER MANHOLE
- CLEAN OUT
- WATER METER
- POWER POLE
- GUY ANCHOR
- WATER VALVE
- FIRE HYDRANT
- BOLLARD



This Survey was prepared from a Title Policy Prepared by Fidelity National Title Insurance Company, GF No. FT-44122-900122220330-NJ, Effective Date: November 29, 2022 at 8:00 a.m.

i.Easement(s) and rights incidental thereto, as granted in a document:
Granted to: Texas Power & Light Company
Purpose:As provided in said document
Recording Date:
Recording No: Volume 571, Page 375; Volume 1030, Page 763; Volume 1120, Page 487 and Volume 1249, Page 643, Deed Records, Grayson County, Texas.
(UNABLE TO DETERMINE IF AFFECTS)
(VOLUME 1249, PAGE 643 DOES NOT AFFECT)

j.Easement(s) and rights incidental thereto, as granted in a document:
Granted to:The Atlantic Group
Purpose:As provided in said document
Recording Date:October 17, 1991
Recording No: Volume 2176, Page 890, Real Property Records, Grayson County, Texas.
(AFFECTS, PLOTTED AND SHOWN)

N
W E
S

GRAPHIC SCALE 1"=50'
50 0 50 100

LEGAL DESCRIPTION:

Being a 5.52 acre portion of a tract of land being situated in the Daniel C. Shelp Survey, Abstract 1097, further described in the deed to Patterson Investment Properties, LP, as recorded in Volume 5957, Page 679 Deed Records, Grayson County, Texas (D.R.G.C.T.) and being more particularly described as follows.

BEGINNING at a 1/2 inch iron rod found at the northwest corner of the tract descibed in the deed to Mathis James LII as recorded under Instrument Number 2022112 (D.R.G.C.T.) same being in the west right-of-way line of Texoma Parkway;

THENCE NORTH 87°17'36" WEST, with the north line of the said Mathis James LII tract a distance of 293.84 feet to a 1/2 inch iron rod found at the northeast corner of the Mathis James LII tract;

THENCE SOUTH 02°49'52" WEST, with the east line of the Mathis James LII tract a distance of 89.44 feet to a 1/2 inch iron rod found at the easterly most northeast corner of the tract descibed in the deed to Copley Land Surveying Inc as recorded in Instrument Number 202231972 (D.R.G.C.T.);

THENCE NORTH 87°37'57" WEST, with the north line of the said Copley Land Surveying Inc tract a distance of 109.50 feet to a 1/2 inch iron rod found at the northwest corner of the Copley Land Surveying Inc tract;

THENCE SOUTH 02°51'20" WEST, with the west line of the Copley Land Surveying Inc tract passing a found 1/2 inch iron rod at a distance of 144.59 feet in all a distance 154.45 feet to a 1/2 inch iron rod found at the southwest corner of the Copley Land Surveying Inc tract;

THENCE SOUTH 87°13'08" EAST, with the south line of the Copley Land Surveying Inc tract a distance of 284.70 feet to 1/2 inch capped iron rod inscribed "Barron-Stark" set in the west right-of-way line of Texoma Parkway;

THENCE SOUTH 28°23'52" WEST, with the west right-of-way line of Texoma Parkway a distance of 44.47 feet to a 1/2 inch iron rod found at the northeast corner of the tract described in the deed to Graham Nell C Trustee (No Recording Info);

THENCE NORTH 87°07'02" WEST, a distance of 618.96 feet to a 1/2 inch capped iron rod inscribed "Barron-Stark" set at the southeast corner of the tract described in the deed to Southwest Paper Stock as recorded under Volume 2267, Page 779 (D.R.G.C.T.);

THENCE with the common line of the Southwest Paper Stock tract and the said Patterson Investment Properties, LP tract the following calls:

NORTH 02°38'09" EAST, a distance of 392.41 feet to a set 1/2 inch capped iron rod inscribed "Barron-Stark";

SOUTH 88°40'27" EAST, a distance of 330.21 feet to a set 1/2 inch capped iron rod inscribed "Barron-Stark";

NORTH 00°15'38" EAST, a distance of 50.08 feet to a set 1/2 inch capped iron rod inscribed "Barron-Stark";

THENCE SOUTH 88°27'38" EAST, a distance of 517.70 feet to a set 1/2 inch capped iron rod inscribed "Barron-Stark";

THENCE SOUTH 28°39'52" WEST, a distance of 199.66 feet returning to the POINT OF BEGININNG and enclosing 5.52 acres 240,548 square feet.

NOTE:
- ○ OPEN CIRCLE INDICATES 1/2" CAPPED IRON ROD SET STAMPED BARRON STARK
- ● SOLID CIRCLE INDICATES CONTROL MONUMENT FOUND AS LABELED

NOTES:

1.) BEARINGS & COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, N.A.D. 83 DATUM (TEXAS NORTH CENTRAL ZONE 4202).

2.) ANY REFERENCE TO THE 100 YEAR FLOOD PLAIN OR FLOOD HAZARD ZONES ARE AN ESTIMATE BASED ON THE DATA SHOWN ON THE FLOOD INSURANCE RATE MAP PROVIDED BY FEMA AND SHOULD NOT BE INTERPRETED AS A STUDY OR DETERMINATION OF THE FLOODING PROPENSITIES OF THIS PROPERTY. ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR GRAYSON COUNTY, TEXAS, DATED SEPT. 29, 2023 MAP NO. 48181C0280F, THE PROPERTY DESCRIBED HEREIN DOES NOT APPEAR TO LIE WITHIN A SPECIAL FLOOD HAZARD AREA.

Barron•Stark Engineers
6221 Southwest Boulevard, Suite 100
Fort Worth, Texas 76132
(O) 817.231.8100 (F) 817.231.8144
Texas Registered Engineering Firm F-10998
Texas Registered Survey Firm F-10158800
www.barronstark.com

To: RH2 Capital LLC & Fidelity National Title Insurance Company

I, Roger W. Hart, hereby certify that this Plat was prepared from an actual, on the ground, survey made under my personal supervision in January, 2023. This survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice requirements for a Category 1A, Condition 2, Land Title Survey.

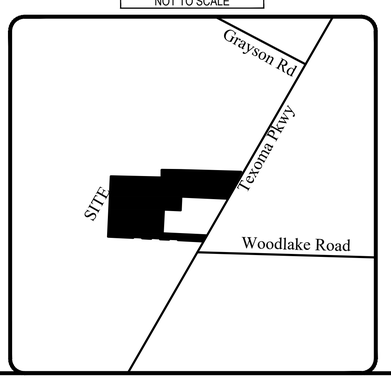
STATE OF TEXAS · REGISTERED · ROGER W. HART · 4484 · PROFESSIONAL LAND SURVEYOR

Roger W. Hart 01/05/2023

USE OF THIS ELECTRONIC SEAL/SIGNATURE AUTHORIZED BY ROGER W. HART, R.P.L.S. TEXAS REGISTRATION NO. 4484

Revised January 6, 2023

Vicinity Map
NOT TO SCALE



Title Survey
5.52 ACRES
in
DANIEL C. SHELP SURVEY, ABSTRACT NO. 1097
Grayson County, Texas

PROJECT NO. 499-10131 SHEET 1 OF 1

USER: ROGER HART
PLOT DATE: 1/6/2023 1:54 PM
FILE NAME: N:\BARRON STARK\499\T&SURV\499-FIDELITY NATIONAL TITLE - BAKER\199\10131 - SHERMAN MN WAREHOUSE\SURVEY\DWG\499-10131 SHERMAN MN WAREHOUSE.DWG

EXHIBIT "A"

Situated in the County of Grayson, State of Texas, being a part of the D. C. Shelp Survey, Abstract No. 1097, and the J. B. Shannon Survey, Abstract No. 1085, and being the 1.865 acre tract of land conveyed by Gary Dale Key, et ux, et al to John B. Kyle by deed recorded in Volume 1515, Page 275, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a steel rod previously set in the West right-of-way line of U. S. Highway 75, said rod maintaining the Southeast corner of said 1.865 acre tract of land and the Northeast corner of the tract of land conveyed to the Heineman Construction Co., Inc., by deed recorded in Volume 1112, Page 95, said Deed Records;

THENCE North 86 deg. 17 min. 00 sec. West with the South line of said 1.865 acre tract of land and the North line of said Heineman tract, passing the Northwest corner of said Heineman tract, at 293.70 ft. and continuing for a total distance of 422.63 ft. to a steel rod previously set maintaining the Southwest corner of said 1.865 acre tract of land;

THENCE North 01 deg. 12 min. 40 sec. East with the West line of said 1.865 acre tract of land, a distance of 167.10 ft. to a steel rod previously set, maintaining the Northwest corner of said 1.865 acre tract of land;

THENCE South 87 deg. 43 min. 00 sec. East with the North line of said 1.865 acre tract of land, a distance of 517.51 ft. to a steel rod previously set in the West right-of-way line of said Highway No. 75, said rod maintaining the Northeast corner of said 1.865 acre tract of land;

THENCE South 29 deg. 38 min. 00 sec. West with said right-of-way line and the East line of said 1.865 acre tract of land, a distance of 200.00 ft. to the place of beinning and containing 1.865 acres of land.

1.36 VK

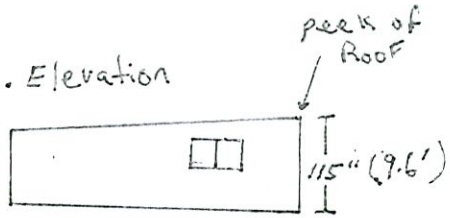
Filed for record and recorded June 25, 1985 at _____M.
Paul E. Lee, County Clerk
By Carol White Deputy

EXHIBIT B

#9

Site Plan

. Elevation



(please see elevation file for more details + pictures)

. Lot SqFt: 81,109
. Bldg SqFt: 1,208
. FAR: .015
. Bldg Height: 9.6'
. Min. Req. Parking: 3

15' setback

S88°38'00"E 517.70'

N00°15'38"E 50.08'

Gate for Fire Truck Access

50' ROADWAY ESMT VOL 2176, PG 899 D.R.G.C.T.

CONCRETE RET WALL

91'

23.96'

17.36' 11.10' 11.05' 17.33'

BUILDING

28.60'

7 Marked Customer Parking Spots on Asphalt (20' x 9' each)

25' Setback

OHE

Inventory Parking on Asphalt

CONCRETE PAVEMENT

242'

29.60'

58.65'

COVERED PORCH

GRAVEL

72'

ASPHALT PAVEMENT

24' Fire Lane

S28°39'52"W 199.66'

ACCESS

175.39'

120.00'

BUILDING

110.00'

FND 1/2" IR

N87°17'36"W 293.84'

25' Setback

15' Setback

Inventory parking on asphalt

Proposed Gate for Fire Truck Access.

Outlook

Fw: Fire Lane Proposal for 5820 & 5922 Texoma Parkway

From Noel Cobb <noel@bertholfcre.com>
Date Wed 10/23/2024 11:10 AM
To Noel Cobb <noel@bertholfcre.com>

---------- Forwarded message ---------
From: **Stewart, Dillon** <DillonS@cityofsherman.com>
Date: Tue, Oct 22, 2024 at 12:10 PM
Subject: Re: Fire Lane Proposal for 5820 & 5922 Texoma Parkway
To: Rex Huddleston <rex.huddleston@gmail.com>

This would be appropriate for the sales office only fire lane, any additions to the storage lot would need to be redesigned for fire access on that lot itself.

Dillon Stewart
Fire Marshal
Sherman Fire – Rescue
Fire Marshal Office Extension: 7267
Asst. Fire Marshal Office Extension: 7006
Phone: 903-892-7273
dillons@cityofsherman.com

From: Rex Huddleston <rex.huddleston@gmail.com>
Sent: Tuesday, October 22, 2024 12:07:35 PM
To: Stewart, Dillon <dillons@cityofsherman.com>
Subject: Re: Fire Lane Proposal for 5820 & 5922 Texoma Parkway

EXTERNAL EMAIL: -- Avoid clicking on links or files -- Be safe!

Dillon, I appreciate the time earlier. As discussed, attached is an updated site plan with the wider southernmost entrance.

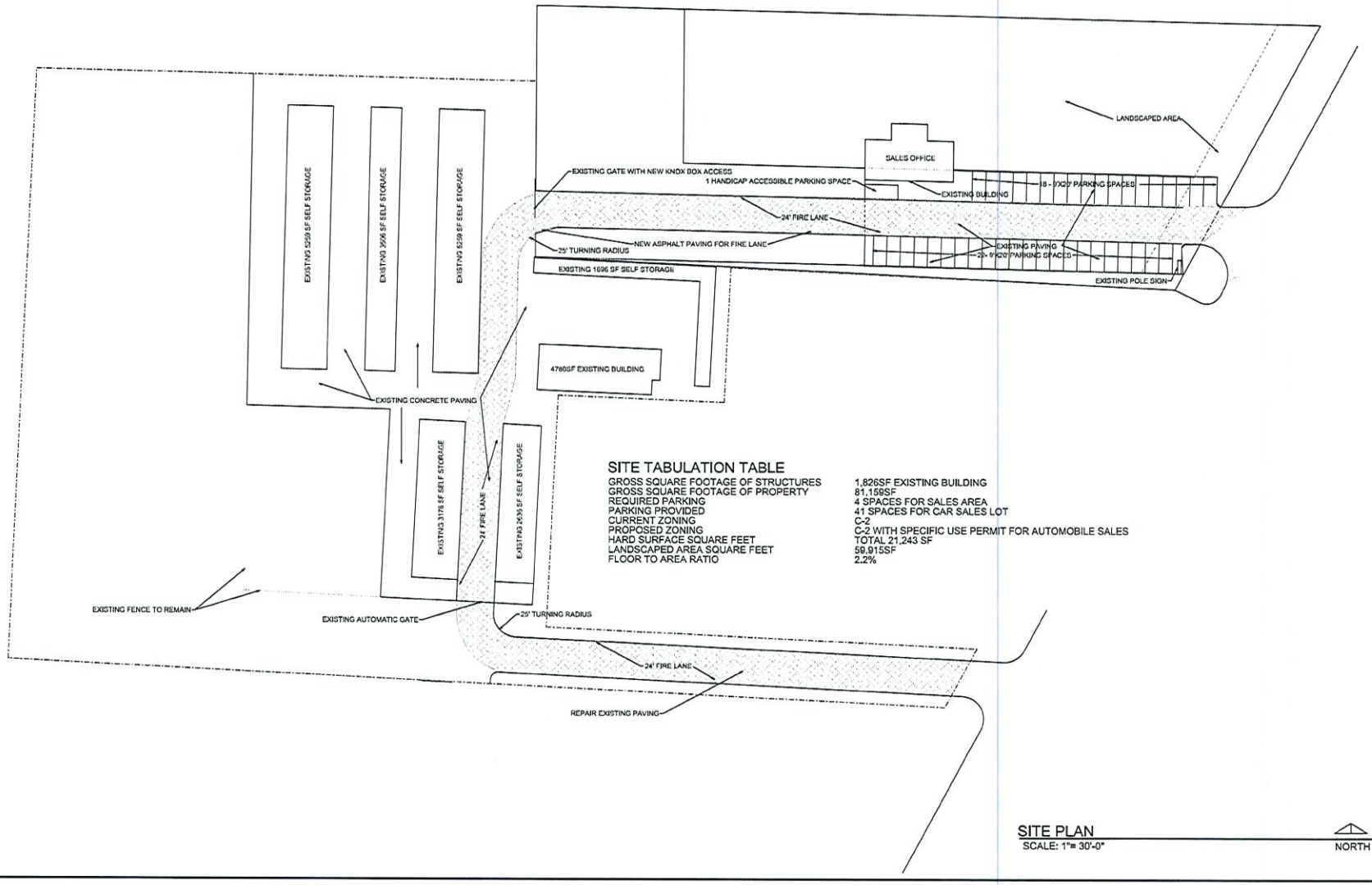
Let me know if you have any questions.

Rex

Rex Huddleston
Principal

RH2 Capital Partners
P.O. Box 600268
Dallas, Texas 75360
C: 214.620.2102

#9



SITE TABULATION TABLE

GROSS SQUARE FOOTAGE OF STRUCTURES	1,826SF EXISTING BUILDING
GROSS SQUARE FOOTAGE OF PROPERTY	81,159SF
REQUIRED PARKING	4 SPACES FOR SALES AREA
PARKING PROVIDED	41 SPACES FOR CAR SALES LOT
CURRENT ZONING	C-2
PROPOSED ZONING	C-2 WITH SPECIFIC USE PERMIT FOR AUTOMOBILE SALES
HARD SURFACE SQUARE FEET	TOTAL 21,243 SF
LANDSCAPED AREA SQUARE FEET	59,915SF
FLOOR TO AREA RATIO	2.2%

SITE PLAN
SCALE: 1"= 30'-0"

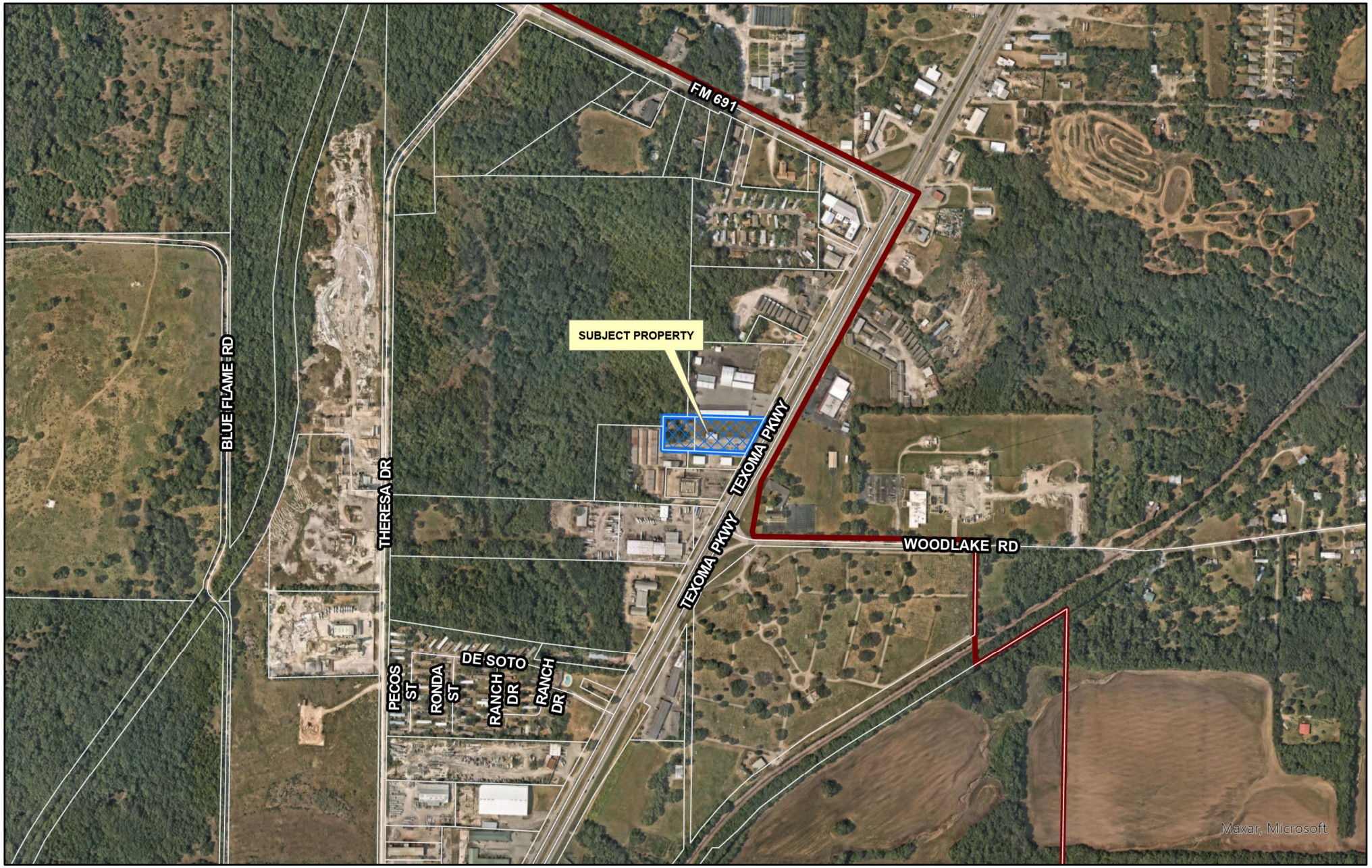
NORTH

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

CAR SALES LOT
5922 TEXOMA PARKWAY
SHERMAN, TEXAS

C-1.0

OCT. 21, 2023



dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
5922 TEXOMA PKWY

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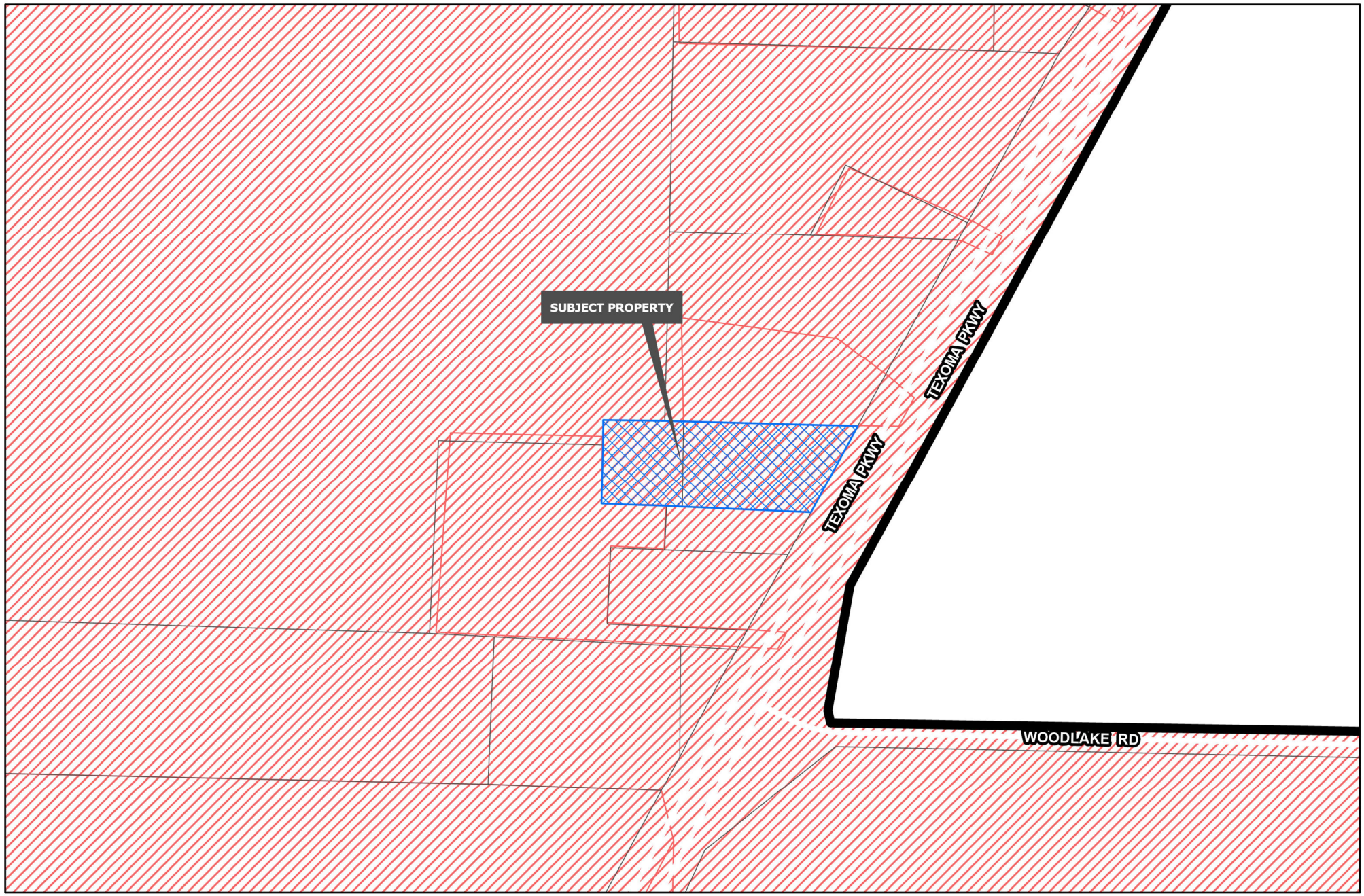
Date: 10/2/2024 2:39 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

Road Names All

Planning & Zoning

CITY OF SHERMAN
ZONING MAP
5922 TEXOMA PKWY

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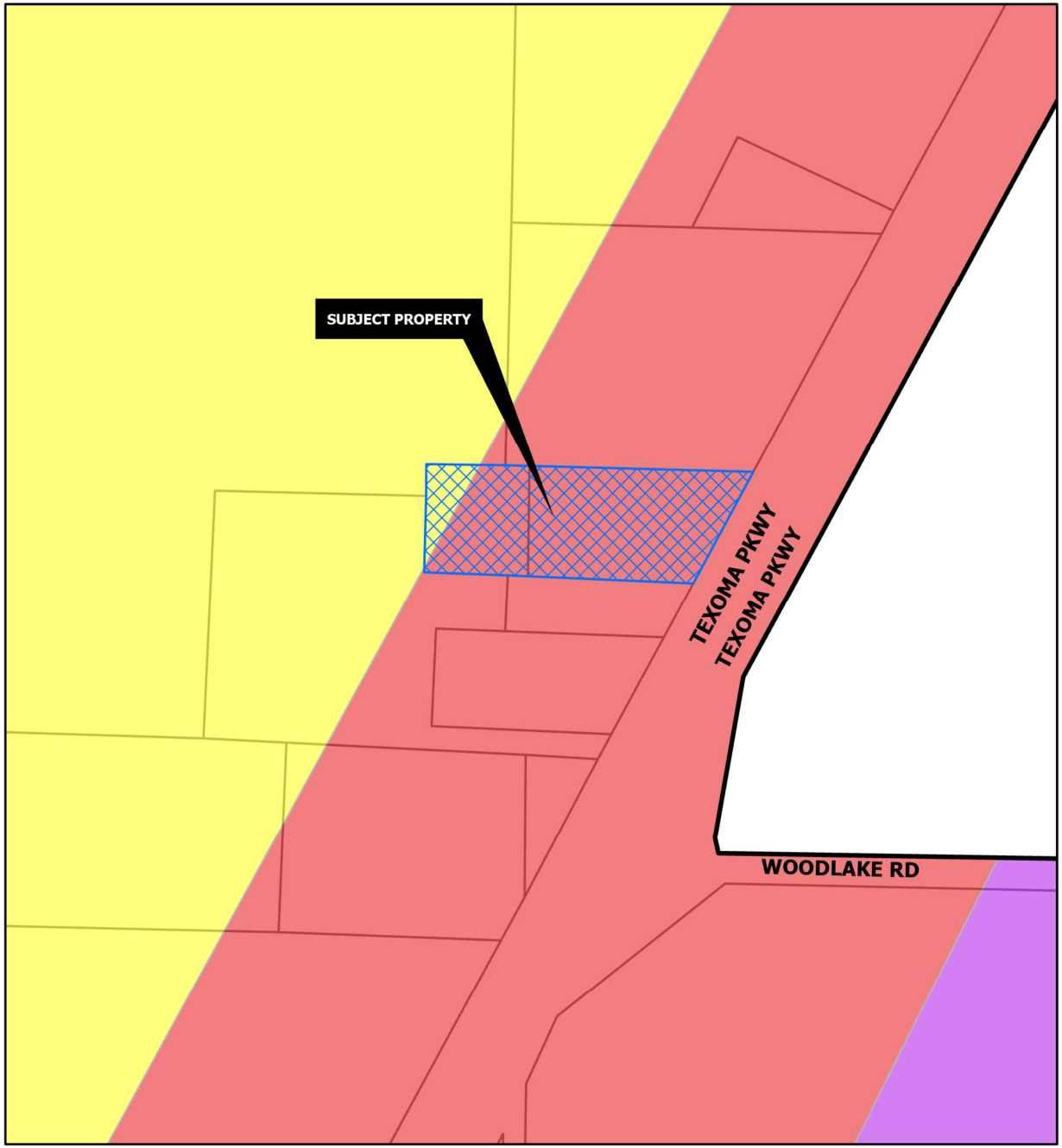
Date: 10/2/2024 2:38 PM



REGIONAL COMMERCIAL

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

SUBURBAN NEIGHBORHOOD

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

CITY OF SHERMAN FUTURE LAND USE MAP 5922 TEXOMA PKWY

N
W E
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Date: 10/3/2022 3:37 PM

NOTICE OF
SPECIFIC USE
PERMIT REQUEST

NARRATIVE

RE: 5922 Texoma Pkwy
Sherman, TX

We would like to open a used car dealership and sell vehicles out of this location.

Regards,

Saeid Taghvaei
ReliaCars LLC

ReliaCars
Home of your next Reliable Car

Ready NOW
storage
(903) 868-1966

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

October 15, 2024 Sent via email

Saeid Taghvaei
1455 W. Farmington Rd
Van Alstyne, TX 75495

Dear Applicants,

The request of a Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow Automobile, motorcycle, boat, or trailer sales, new or used in a C-2 (General Commercial) District and repeal Ordinance No. 6938 located at 5922 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Commission on Wednesday, October 23, 2024, at 5:00 P.M., in the Municipal Ballroom at 405 North Rusk Street.

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.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). *(Code of Ordinances Chapter 3)*
3. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
4. The 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.
5. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires, displays or parts are permitted.
6. The property must be properly maintained in a state of good repair and neat appearance.
7. The Site Plan must meet the General Standards of the Site Plan requirements. *(Sec. 14.06.004)*
    a. The building setback and yards must be shown on the Site Plan. *(Sec. 14.06.004(b)(1)(B))*
        i. This can be accomplished by providing a setback line around the property
        ii. Minimum setbacks in a C-2 (General Commercial) District are as follows *(Sec. 14.02.017(1))*
            1. 25' front
            2. 25' rear
            3. 15' side
8. The total floor area of any building or buildings on a lot in the C-2 district shall not exceed one-half of the total number of square feet in the lot (FAR to not exceed 0.5). *(Sec. 14.02.017(4)(B))*

a. This is calculated by dividing the square feet of the Floor Area (all stories) by the square feet of the lot area.
    i. Floor Area must be notated on the Site Plan.

9. The maximum allowable building area in the C-2 district shall not exceed 50 percent of the gross area of the lot or tract of land. *(Sec. 14.02.017(4)(C)).*
    a. Total square feet of the building area must me notated on the Site Plan.
    b. Total square feet of the lot must be notated on the Site Plan.
10. No building shall exceed 35 feet. *(Sec. 14.02.017(4)(D))*
    a. Height of the structure must be shown to the peak of the roof.
11. Required Parking must be shown on the Site Plan. *(Sec. 14.06.004(b)(1)(H)(iii))*
    a. The square feet for each use must be shown for each use to determine minimum required parking. *(Sec. 14.04.003(e)(1))*
        i. Required parking for Automobiles sales
            1. 1 parking space for every 500 square feet of sales floor area.
12. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
13. 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))*
14. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded in the event that a person or entity other than Valvoline Instant Oil Change is the occupant of the Property.
15. 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.
16. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

17. New drive approaches and sidewalks shall conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154; 10.03.003(h)

Fire Services

-Building does not have a fire lane and by code requires one.

The following shall be corrected prior to approval of a site plan by the Fire Marshal's Office.

18. [ ] 503.2.1 Amended - Fire apparatus access roads shall have an unobstructed width of not less than 24', exclusive of shoulders and an unobstructed vertical clearance of not less than 14'.
19. [ ] D103.3 Amended - The minimum turning radius shall be at least 25 feet radius unless roadway or fire lane exceeds minimum requirement of 24 feet or approved by fire code official. (Located In City Ordinances Amendments)
20. [ ] D103.4 Amended - Dead-end fire apparatus access roads in excess of 150' in length shall be provided with a 100' diameter cul-de-sac or 120' hammerhead at 24' wide fire lane. (Located In City Ordinances Amendments)

It is the policy of the Planning and Zoning Commission and Board of Adjustment not to consider a request unless the applicant or 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
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Dillon Stewart, Fire Marshal
Amber Doan, Engineering Coordinator
Tom Pruitt, Utility Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 11/18/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6788

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow a Church or Other Place of Worship in a C-2 (General Commercial) District, Located At 4800 Texoma Parkway, Suite 300, Consisting of 42.8134 acres in the John Hendrix Survey, Abstract No. 503, the W.F. Patterson Survey, Abstract No. 969, the Daniel Shelp Survey, Abstract No. 1097 and the T.J. Shannon Survey, Abstract No. 1136, Lots 1 and 3, Block 1, Midway Mall, City Of Sherman, Grayson County, Texas Scott Cresswell (Owner), Stephanie Brister, BDG (Representative) and Old Republic (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 4800 Texoma Parkway, Suite 300 to Allow a Church or other place of worship in a C-2 (General Commercial) District.

Background:

The property is located at 4800 Texoma Parkway between Fallon Drive and North Frisco Road. The owner is requesting a Specific Use Permit to allow a Church or other place of worship in a C-2 (General Commercial) District.

The following has been approved for this location, 4800 Texoma Pkwy:

- March 21, 2023 - Public Hearing and Specific Use Permit under Section 14.06.009 to allow a School, commercial or trade in an M-1 (Light Manufacturing) District.
- April 18, 2023 - Public Hearing and Temporary Use Permit under Section 14.06.008 to allow Tents, seasonal retail (temporary) in a C-2 (General Commercial) District
- May 16, 2023 - Public Hearing and Zone Change, Tract One, consisting of 42.8134 acres in the John Hendrix Survey, Abstract No. 503, the W.F. Patterson Survey, Abstract No. 969, the Daniel Shelp Survey, Abstract No. 1097 and the T.J. Shannon Survey, Abstract No. 1136, Lots 1 and 3, Block 1, Midway Mall; Tract Two, consisting of 1.1255 acres in the John Hendrix Survey, Abstract No. 503 and the W.F. Patterson Survey, Abstract No. 969, Lots 5 and 7, Block 1, Midway Mall; Tract Four, consisting of 4.000 acres in the W.R. Patterson Survey, Abstract No. 969, Block 4, Midway Mall from a M-1 (Light Manufacturing) District and C-2 (General Commercial) District to a C-2 (General Commercial) District.
- May 16, 2023 - Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow a Mini-warehouse in a C-2 (General Commercial) District.
- May 16, 2023 - Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to
- allow Warehousing in a C-2 (General Commercial) District
- 06/20/2023 - Public Hearing and Zone Change from an M-1 (Light Manufacturing) District and C-2

(General Commercial) District to a C-2 (General Commercial) District.

Origination:
Scott Cresswell (Owner)
Stephanie Brister, BDG (Representative)
Old Republic (Surveyor)

Financial Consideration:
None

Staff Recommendation:
At the October 23, 2024 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Specific Use Permit be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6788
2. Exhibit A - Survey
3. Exhibit B - Site Plan
4. Floor Plan
5. Elevations
6. Location Map
7. Zoning Map
8. Future Landuse Map
9. Property Notification Signs
10. Narrative
11. Staff Review Letter

ORDINANCE NO. 6788

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 CHURCH OR OTHER PLACE OF WORSHIP IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 4800 TEXOMA PARKWAY, SUITE 300, CONSISTING OF 42.8134 ACRES IN THE JOHN HENDRIX SURVEY, ABSTRACT NO. 503, THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969, THE DANIEL SHELP SURVEY, ABSTRACT NO. 1097 AND THE T.J. SHANNON SURVEY, ABSTRACT NO. 1136, LOTS 1 AND 3, BLOCK 1, MIDWAY MALL, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS SCOTT CRESSWELL (OWNER), STEPHANIE BRISTER, BDG (REPRESENTATIVE) AND OLD REPUBLIC (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 4800 Texoma Parkway, Suite 300, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to an Church or other place of worship 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 red on **Exhibit A – Survey and Exhibit B – 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)*
3. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
4. The property must be properly maintained in a state of good repair and neat appearance.
5. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
6. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
7. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
8. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
9. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Additional Conditions:

10. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B.**

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

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

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

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

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

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

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

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

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

INTRODUCED on this the 18th day of November 2024.

ADOPTED on this the 18th day of November 2024.

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

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

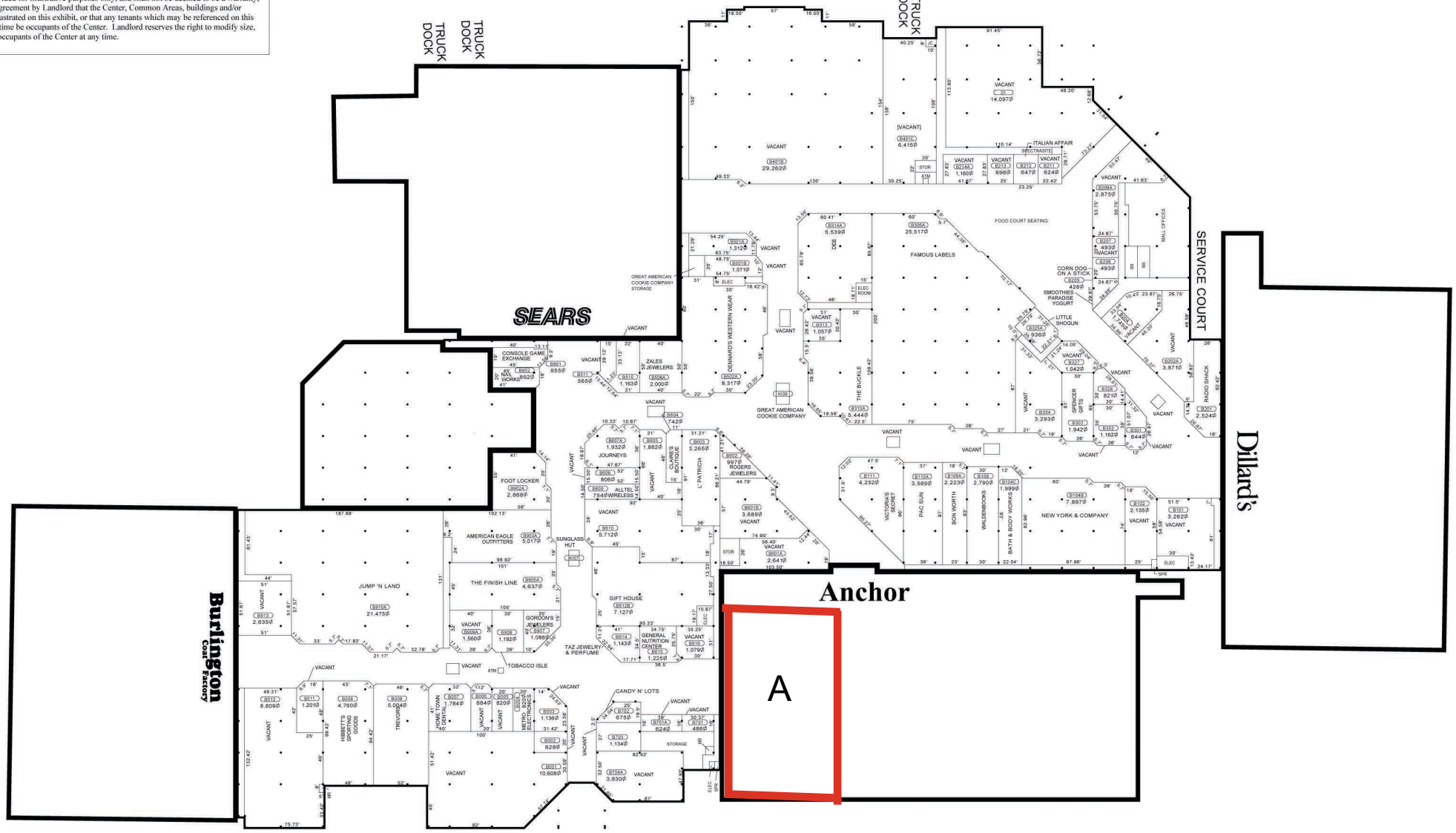
BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Exhibit A

This exhibit is provided for illustrative purposes only, and shall not be deemed to be a warranty, representation or agreement by Landlord that the Center, Common Areas, buildings and/or stores will be as illustrated on this exhibit, or that any tenants which may be referenced on this exhibit will at any time be occupants of the Center. Landlord reserves the right to modify size, configuration and occupants of the Center at any time.



LEGEND:
[TENANT NAME]- Under Construction
#TENANT NAME#- NFR Unit

Center Plan

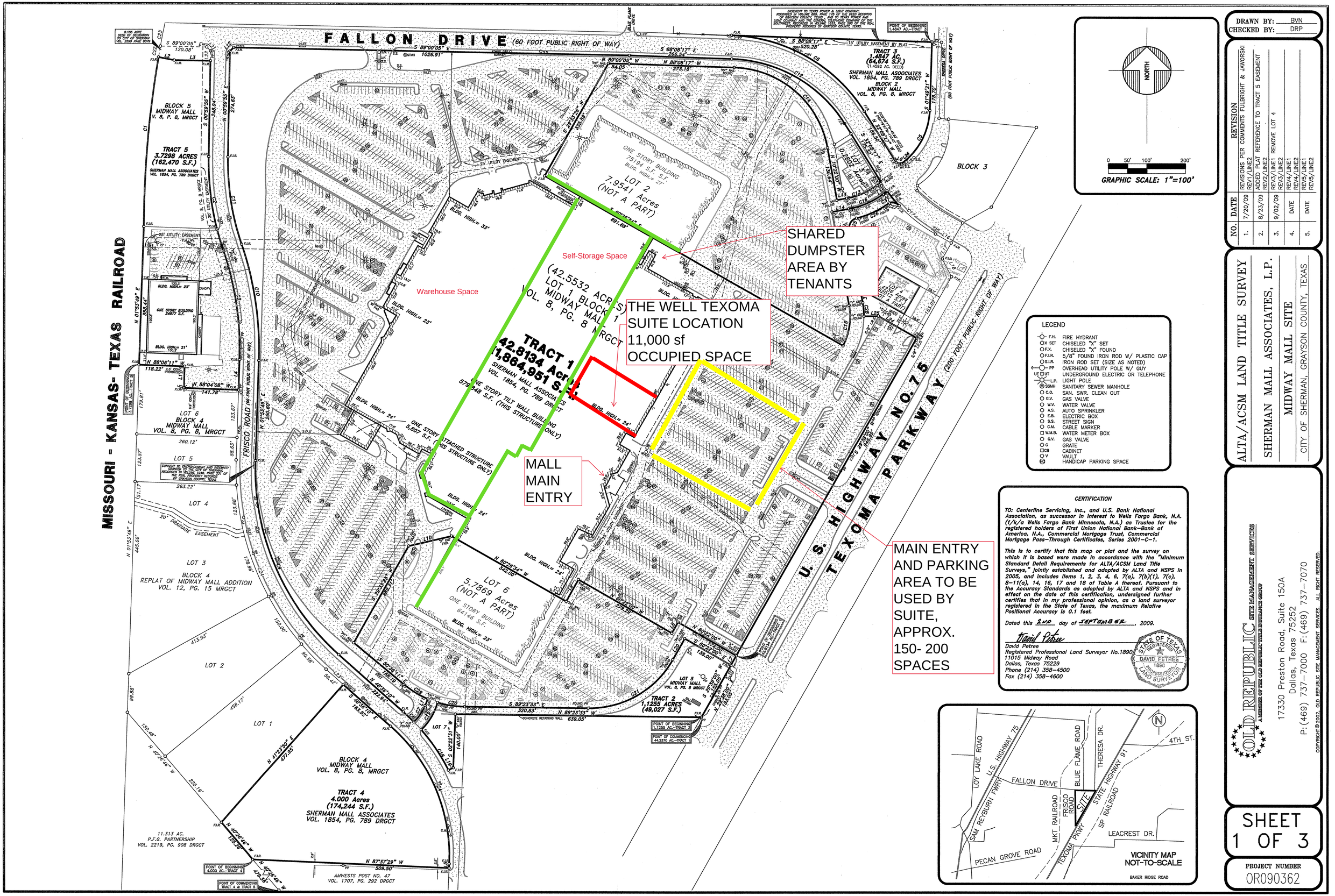
0 50 100

PROJECT DATA

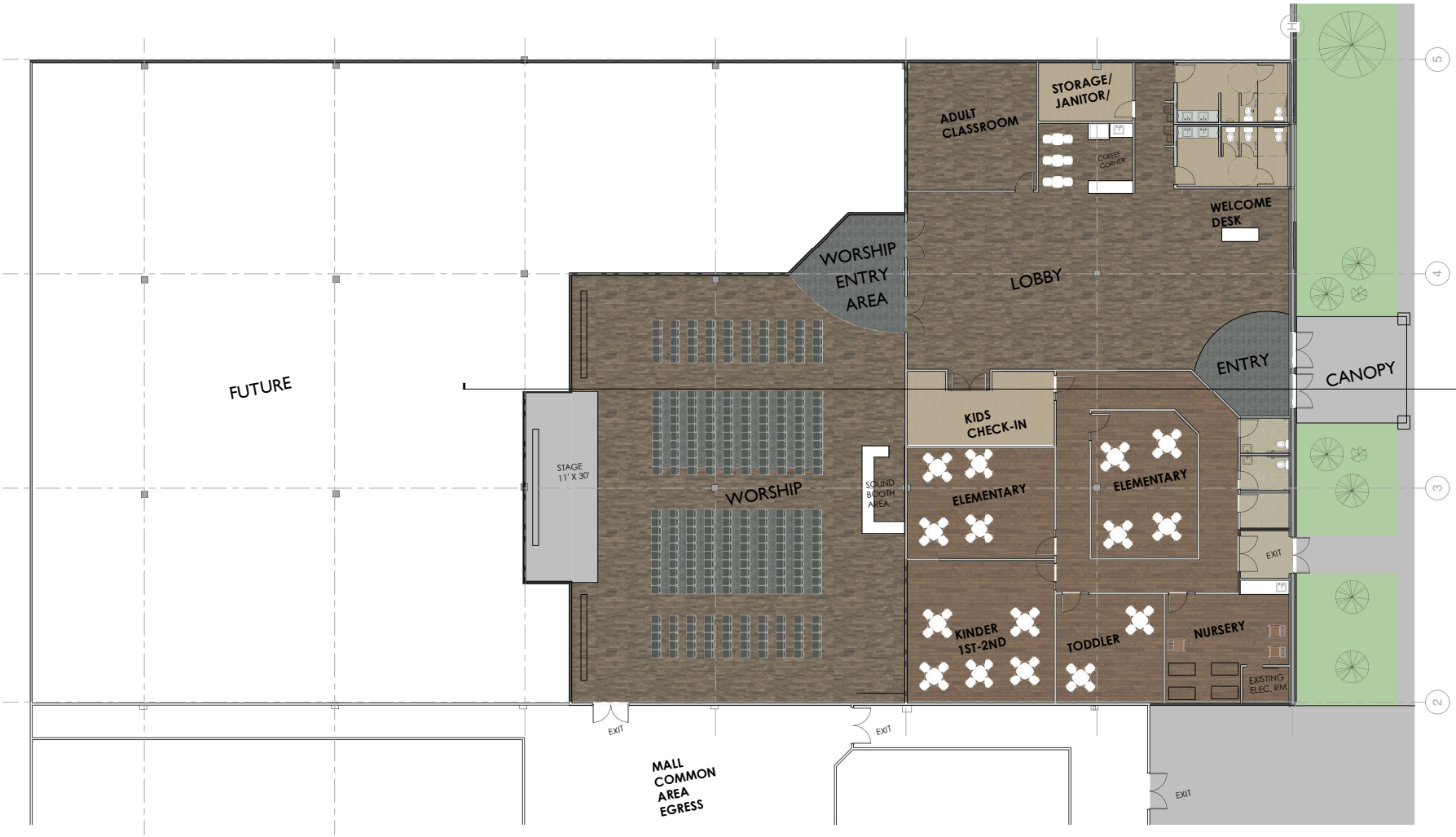
SEARS	73,878
JUNIOR ANCHOR	30,462
ANCHOR	85,329
DILLARD'S	72,800
BURLINGTON COAT FACTORY	62,250
TOTAL DEPARTMENT STORE GLA	324,719
TOTAL SMALL SHOPS GLA	274,018
TOTAL GLA	598,737

Midway Mall
4800 N. Texoma Parkway
Sherman, TX 75090
CORP # 3854

EXHIBIT B


FALLON DRIVE (60 FOOT PUBLIC RIGHT OF WAY)
MISSOURI - KANSAS- TEXAS RAILROAD
U.S. HIGHWAY NO.75 TEXOMA PARKWAY (200 FOOT PUBLIC RIGHT OF WAY)
FRISCO ROAD (60' PUBLIC RIGHT OF WAY)
BLUE FLAME DRIVE
INDESA DRIVE (60 FOOT PUBLIC RIGHT OF WAY)
TRACT 1
42.8134 Acres
1,864,951 S.F.
SHERMAN MALL ASSOCIATES
VOL. 1854, PG. 789 DRGCT
TRACT 2
1.1255 ACRES
(49,027 S.F.)
TRACT 3
1.4847 AC.
(64,674 S.F.)
(1.4582 AC. DEED)
SHERMAN MALL ASOCIATES
VOL. 1854, PG. 789 DRGCT
BLOCK 2
MIDWAY MALL
VOL. 8, PG. 8, MRGCT
TRACT 4
4.000 Acres
(174,244 S.F.)
SHERMAN MALL ASSOCIATES
VOL. 1854, PG. 789 DRGCT
TRACT 5
3.7298 ACRES
(162,470 S.F.)
SHERMAN MALL ASSOCIATES
VOL. 1854, PG. 789 DRGCT
BLOCK 5
MIDWAY MALL
V. 8, P. 8, MRGCT
BLOCK 4
MIDWAY MALL
VOL. 8, PG. 8, MRGCT
BLOCK 4
REPLAT OF MIDWAY MALL ADDITION
VOL. 12, PG. 15 MRGCT
BLOCK 3
LOT 1 BLOCK 1
MIDWAY MALL
VOL. 8, PG. 8 MRGCT
LOT 2
7.9541 Acres
(NOT A PART)
ONE STORY BUILDING
75194 S.F.
BLDG. HIGH.= 27'
LOT 6
5.7869 Acres
(NOT A PART)
ONE STORY BUILDING
64146 S.F.
BLDG. HIGH.= 23'
LOT 5
MIDWAY MALL
VOL. 8, PG. 8 MRGCT
LOT 4
BLOCK 1
MIDWAY MALL
VOL. 8, PG. 8 MRGCT
LOT 1
BLOCK 4
MIDWAY MALL
VOL. 8, PG. 8, MRGCT
LOT 5
LOT 4
LOT 3
LOT 2
LOT 1
LOT 6
BLOCK 4
MIDWAY MALL
VOL. 8, PG. 8, MRGCT
11.313 AC.
P.F.G. PARTNERSHIP
VOL. 2219, PG. 908 DRGCT
AMWESTS POST NO. 47
VOL. 1707, PG. 292 DRGCT
ONE STORY BUILDING
24817 S.F.
ONE STORY TILT WALL BUILDING
5,807 S.F.
ONE STORY TILT WALL BUILDING
579,348 S.F. (THIS STRUCTURE ONLY)
ATTACHED STRUCTURE
(THIS STRUCTURE ONLY)
Self-Storage Space
Warehouse Space
(42.5532 ACRES)
LOT 1 BLOCK 1
MIDWAY MALL
VOL. 8, PG. 8 MRGCT
SHARED DUMPSTER AREA BY TENANTS
THE WELL TEXOMA
SUITE LOCATION
11,000 sf
OCCUPIED SPACE
MALL MAIN ENTRY
MAIN ENTRY AND PARKING AREA TO BE USED BY SUITE, APPROX. 150- 200 SPACES
25' UTILITY EASEMENT
20' DRAINAGE EASEMENT
EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 886, PAGE 179 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS ; AND TO TEXAS POWER AND LIGHT COMPANY AND THE GENERAL TELEPHONE COMPANY OF THE SOUTHWEST, RECORDED IN VOLUME 1663, PAGE 898, OF THE REAL PROPERTY RECORDS OF GRAYSON COUNTY, TEXAS.
CONSENT TO ENCROACHMENT AND INDEMNITY GRANTED TO THE CITY OF SHERMAN RECORDED IN VOLUME 1948, PAGE 331 OF THE REAL PROPERTY RECORDS OF GRAYSON COUNTY, TEXAS
0.108 ACRE DEED OF DEDICATION TO CITY OF SHERMAN VOL. 2599 PAGE 0078
POINT OF BEGINNING 1.4847 AC.–TRACT 3
POINT OF BEGINNING 1.1255 AC.–TRACT 2
POINT OF COMMENCING 44.0370 AC.–TRACT 1
POINT OF BEGINNING 4.000 AC.–TRACT 4
POINT OF COMMENCING TRACT 4 & TRACT 5
POINT OF BEGINNING 0.2502 AC.–LOT 4
BLDG. HIGH.= 33'
BLDG. HIGH.= 24'
BLDG. HIGH.= 23'
BLDG. HIGH.= 21'
CANOPY
S 89°00'05" E 1026.91'
S 89°00'05" E 120.08'
S 88°08'17" E 266.54'
S 85°08'17" E 520.28'
N 89°00'05" W 54.05'
N 85°08'17" W 273.16'
S 01°49'21" W 178.70'
N 01°53'49" E 358.44'
N 01°53'49" E 260.80'
S 00°59'55" W 248.84'
N 00°59'55" E 274.63'
N 88°06'11" W 118.22'
N 88°04'08" W 141.78'
S 32°33'23" W 358.58'
S 32°33'23" W 288.57'
S 89°22'00" W 891.68'
N 60°26'54" W 342.00'
N 89°22'00" W 279.97'
N 89°22'00" W 138.00'
S 89°23'33" E 320.83'
N 89°23'33" W 639.05'
S 89°22'00" E 138.00'
S 00°37'00" W 185.09'
S 32°36'11" E 188.19'
S 48°38'10" E 188.52'
S 48°38'10" E 222.94'
N 41°23'50" E 47.85'
N 40°26'46" W 225.19'
N 40°26'46" W 150.48'
N 40°26'46" W 473.38'
N 87°37'29" W 509.50'
N 02°22'31" W 140.00'
S 02°22'31" E 140.00'
413.93'
458.17'
99.68'
123.24'
90.58'
99.42'
150.00'
445.68'
178.86'
151.17'
123.57'
123.67'
123.68'
58.63'
260.12'
263.22'
179.81'
141.78'
118.22'
L1 L2 L3 L4 L5 L6 L7 L8 L9 L10 L11 L12 L13 L14 L15 L16 L17 L18 L19 L20 L21 L22 L23 L24 L25 L26 L27 L28 L29 L30 L31 L32 L33 L34 L35 L36 L37 L38 L39 L40

THE WELL TEXOMA
11,000 SF / 20,000 SF lease space
FLOOR PLAN



BDG
Brister Design Group
252 E EVERGREEN ST
SHERMAN, TX 75090
Tel: (210) 274-0009
TBAE #BR2361
www.bristerdesign.com

STAMP:

Preliminary
Not for regulatory approval, permitting, or Construction.
BDG
TBAE Firm #BR2361

The Well Texoma
Interior Remodel
MIDWAY MALL
4800 TEXOMA PARKWAY
Sherman, TX

ISSUE: **Preliminary Review, Not for Construction**

THIS DRAWING AND THE IDEAS, CONCEPTS AND DESIGNS CONTAINED HEREIN ARE THE EXCLUSIVE INTELLECTUAL PROPERTY OF BRISTER DESIGN GROUP, AND ARE NOT TO BE USED OR REPRODUCED, WHOLE OR IN PART, WITHOUT THE WRITTEN CONSENT OF BRISTER DESIGN GROUP
COPYRIGHT 2024 BRISTER DESIGN GROUP

DRAWING TITLE:

EXHIBIT-
FLOOR PLAN

Project No. BDG2024000008
DATE: 09-09-2024

SHEET NUMBER
A005

BDG
Brister Design Group
252 E EVERGREEN ST
SHERMAN, TX 75090
Tel: (210) 274-0009
TBAE #BR2361
www.bristerdesign.com

STAMP:

Preliminary
Not for regulatory approval, permitting, or Construction.
BDG
TBAE Firm #BR2361

The Well Texoma
Interior Remodel
MIDWAY MALL
4800 TEXOMA PARKWAY
Sherman, TX

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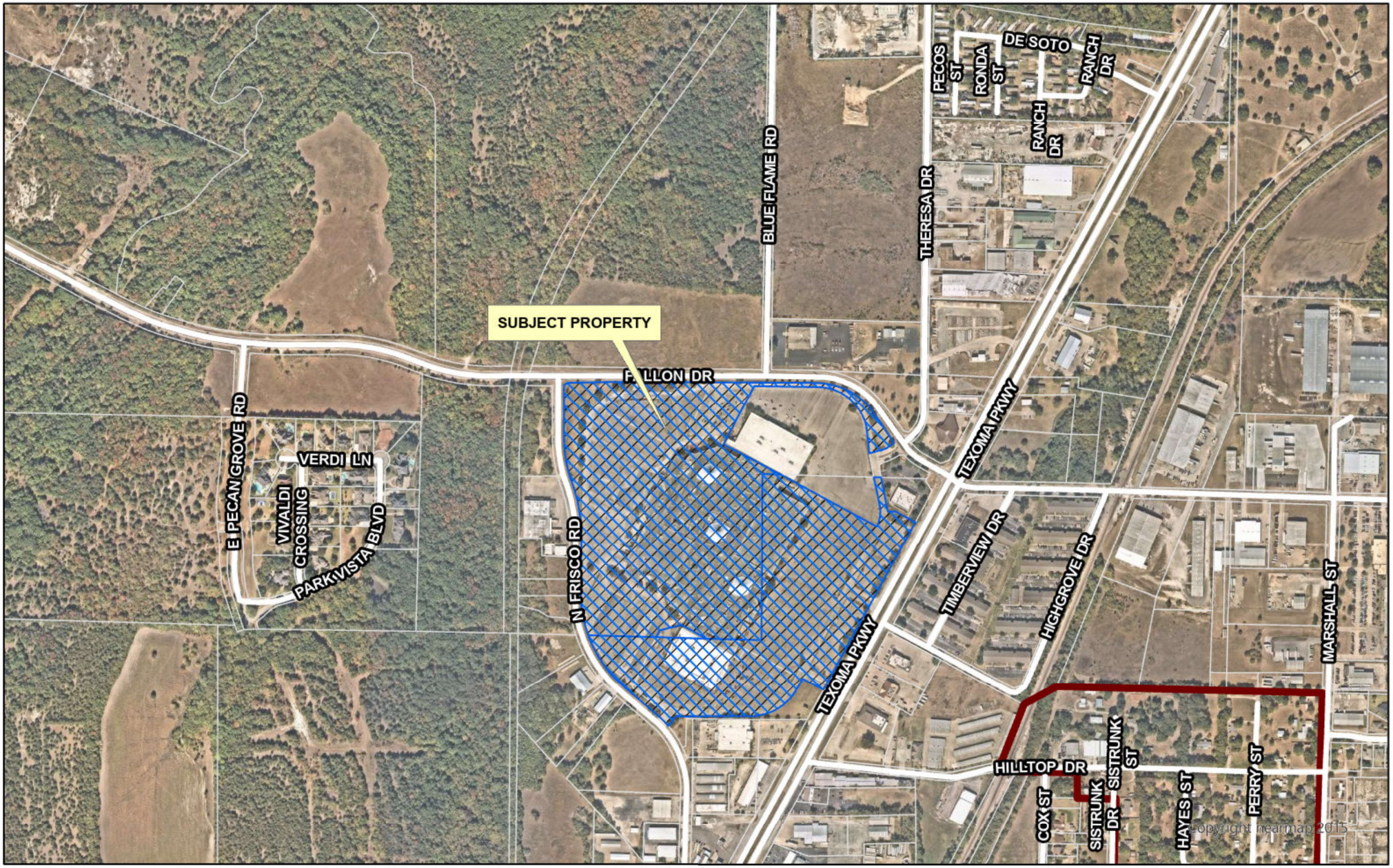
DRAWING TITLE:

Exterior Elevations

Project No. BDG2024000008
DATE: 08-09-2024

SHEET NUMBER
A202



diagrone H:\PLANNING\Public Notification KT.aprx

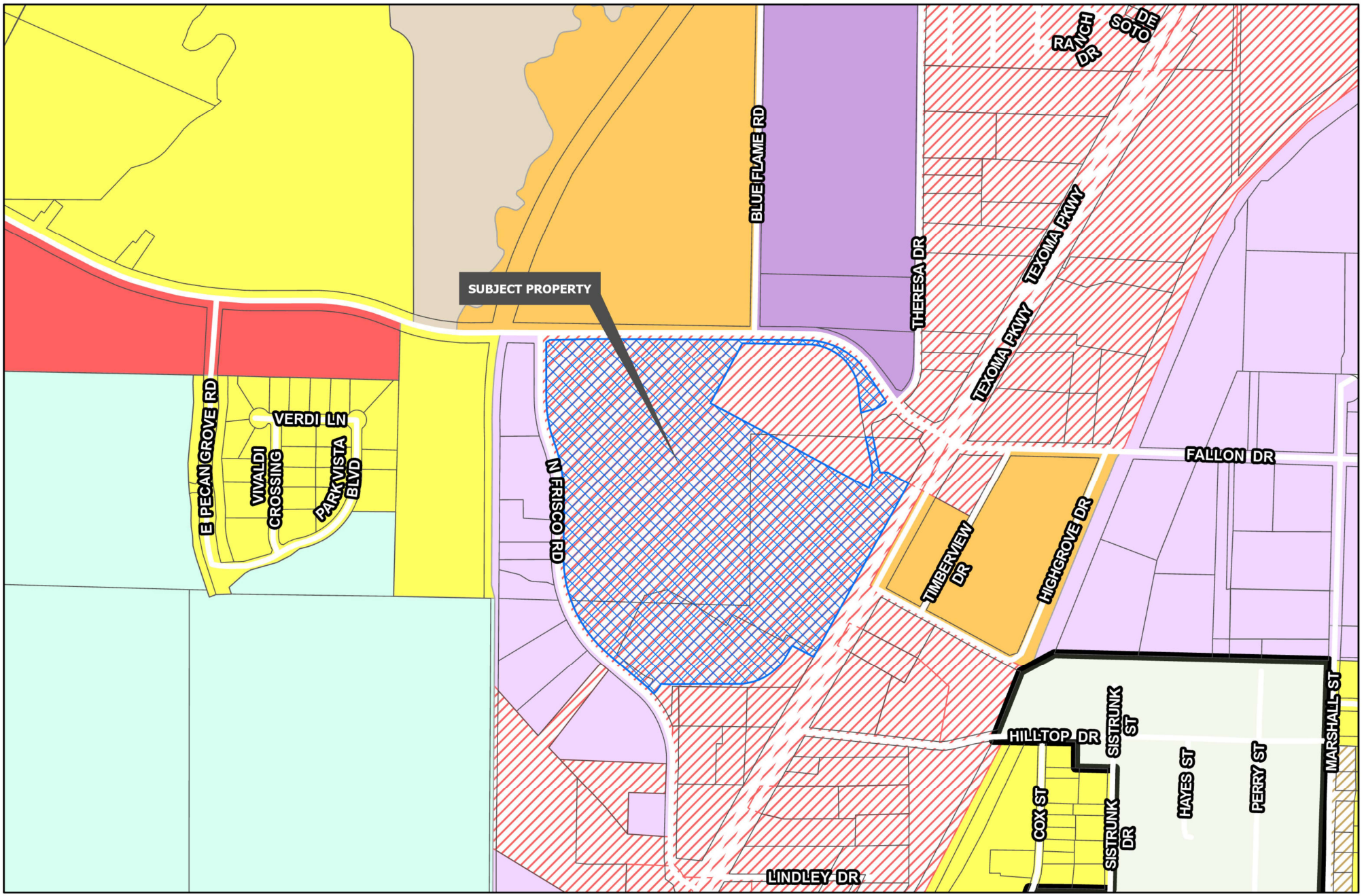
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
4800 TEXOMA PKWY

N
W E
S

Date: 5/6/2023 9:55 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

Road Names All

Planning & Zoning

CITY OF SHERMAN
ZONING MAP
4800 TEXOMA PKWY

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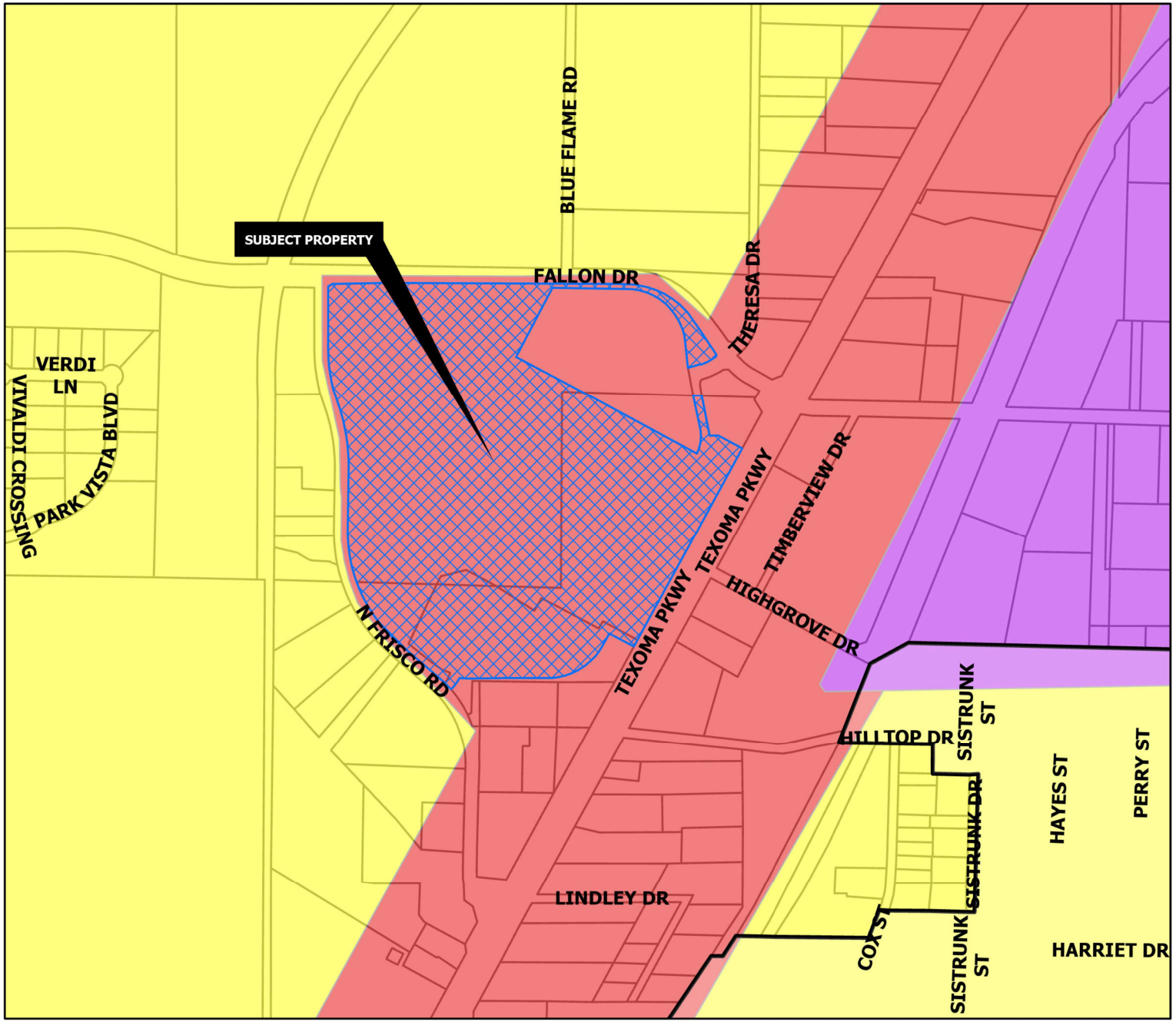
Date: 10/3/2023 1:39:07 PM



REGIONAL COMMERCIAL

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
4800 TEXOMA PKWY

N
W E
S

Date: 10/2/2024 2:39 PM

Marlow, Lauren

From: Planning
To: john@jmcre.biz
Subject: RE: Specific Use Permit Application Submission- "The Well Church- Texoma"- 4800 Texoma Parkway, Sherman, TX

From: john
Sent: Thursday, October 10, 2024 3:44 PM
To: Planning; 'Stephanie Brister'
Cc: tammys'Ronald Seal'; 'James Moore'; 'Amy Moore'; ryan; 'Scott Cresswell'
Subject: RE: Specific Use Permit Application Submission- "The Well Church- Texoma"- 4800 Texoma Parkway, Sherman, TX

Please see attached pictures of signage posted with date stamps. Please let me know if anything else is needed.

John Munson

Brister Design Group- BDG
TBAE Firm# BR2361

City of Sherman- PLANNING DEPT
Attn: Development Services
EMAILED TO: [redacted]
Sherman, TX 75090
[redacted]

Project Name: THE WELL TEXOMA CHURCH
Request: SPECIFIC USE PERMIT FOR CHURCH USE
Project Address:
4800 TEXOMA PARKWAY
Sherman, TX 75090

September 11, 2024

Dear City of Sherman Planning Dept,

Our Client, The Well Texoma Church, is seeking to Occupy a Tenant Suite at the Existing "Midway Mall" former JC Penney Facility, and is submitting for a Specific Use Permit for this location. The Landlord/ Building Owner has demised a 20,000 SF Tenant space for the Church to Lease.The Client, The Well Texoma Church, will be finishing out 11,000 SF only of the demised 20,000 SF suite.

Based on the Occupancy Type of "assembly" and Function of "worship/ Church" a "Specific Use Permit" is required by Zoning Ordinance, and being submitted by the client, "The Well Texoma" Church in order to receive approval for their use of the existing C-2 Zoned Commercial Facility (Midway mall- JC Penney building area)

Details regarding the Existing Building and Scope of work for the Tenant Finish-out;

- Existing C-2 Zoned – Commercial Facility (Former JC Penney's Building at Midway Mall)
- Located at 4800 Texoma Parkway, Sherman, TX 75090 (Suite # to be obtained and approved by Fire Marshal prior to Building Permit)
- Existing Building is Fire Sprinklered, and has Existing Fire Alarm
- Existing Structure is Concrete and Steel, Type II-B per Existing Structural As-builts

The Tenant, The Well Texoma Church, will be occupying the new suite, and submitting their Finish-out for Building Permit once Specific Use Permit is reviewed and accepted. The Tenant will have a new exterior entry, and shall update access according to building code requirements and accessibility TAS requirements.

We appreciate your consideration for the Owner's request to obtain a "specific use permit" to operate as a Church at this Existing Building Location.
Please let us know any additional submittals or information that may be required, regarding this request.

Regards,

_____
Stephanie Brister Warren, Principal/ Owner BDG
BDG- ARCH Firm of Record TBAE #BR2361
[redacted]

The Well Texoma Contact: Ronald Seal- [redacted]
Rep/ Real Est. Agent: John Munson- [redacted] or [redacted]
JOHN MUNSON REAL ESTATE
2402 W Morton St Suite 110, Denison, TX 75020
[redacted]

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

October 23, 2024

Sent via Email

Stephanie Brister
252 E. Evergreen Street
Sherman, TX 75090

Dear Applicants,

The request of a Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow a Church or other place of worship in a C-2 (General Commercial) District located at 4800 Texoma Parkway, Suite 300 has been scheduled to be heard by the Planning and Zoning Commission on Wednesday, October 23, 2024, at 5:00 P.M., in the Municipal Ballroom at 405 North Rusk Street.

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)*
3. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. *(Article 14.07)*
4. The property must be properly maintained in a state of good repair and neat appearance.
5. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
6. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
7. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. *(Chapter 14, Sec. 14.06.009(a)(1)(C))*
8. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
9. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

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

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

Respectfully,

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

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

SHERMAN CITY COUNCIL
Agenda Communication Form

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

Meeting Date: 11/18/2024

Prepared By: Amber Doan, Engineering Coordinator

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6789

Abandoning Two (2) Water Main Easements Located in the City of Sherman, Grayson County, Texas, Being More Particularly Described in the Exhibit "A" and Exhibit "B" Attached Hereto and Made a Part Hereof for all Purposes, Which Easements are Established in Volume 1147, Page 341 and Volume 1166, Page 644 of the Deed Records of Grayson County, Texas

Issue:

To consider the abandonment of two (2) Water Main Easements located in the City of Sherman, Grayson County, Texas

Background:

Said easements, which are filed of record in Volume 1147, Page 341 and Volume 1166, Page 644, Deed Records, Grayson County, Texas, are not being utilized and are no longer deemed necessary

Origination:

Sherman NEC Texoma & 82, LP, Property Owner

Financial Consideration:

None

Staff Recommendation:

Staff recommends approval of the two (2) Water Main Easement abandonments

Alternatives:

As may be directed by City Council

Attachments:

1. Ordinance No. 6789
2. Exhibit A - 1147-341
3. Exhibit B - 1166-644
4. Water Easement, Vol. 1147, PG. 341 Abandonment Request
5. Water Easement, Vol 1166, PG. 644 Abandonment Request
6. Location Map

ORDINANCE NO. 6789

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING TWO (2) WATER MAIN EASEMENTS LOCATED IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" AND EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, WHICH EASEMENTS ARE ESTABLISHED IN VOLUME 1147, PAGE 341 AND VOLUME 1166, PAGE 644 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Sherman, Texas has received a request to abandon two (2) Water Main Easements, as described herein; and

WHEREAS, THE Easements are established in Volume 1147, Page 341 and Volume 1166, Page 644 of the Deed Records of Grayson County, Texas; and

WHEREAS, the City Council has held a public hearing on the proposed abandonment and the abutting property owner(s) of the proposed abandonment have been notified; and

WHEREAS, the City Council has investigated and determined that all persons who own property adjacent to the easement concur and agree with the proposed abandonment; and

WHEREAS, the City Council has investigated and determined that the easements are no longer needed; and

WHEREAS, the City Council finds that it is in the best interest of the City and its citizens to abandon the City's right and interest in the easements, and that such action will benefit the public generally.

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

SECTION 1. That the two (2) Water Main Easements described on the Exhibit "A" attached hereto and made a part hereof for all purposes, are hereby abandoned.

SECTION 2. That it is the intent of the City Council that the City's rights and interests in such easement is hereby vacated.

SECTION 3. The abandonment approved by this Ordinance does not relinquish any right arising other than from the plat or other instrument creating the public easement or right-of-way, nor does this Ordinance create new rights.

SECTION 4. That the City Clerk is hereby directed to file and record this Ordinance after its adoption in the Official Public Records of Grayson County, Texas.

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

SECTION 6. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 7. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 8. This Ordinance shall become effective immediately upon its passage and adoption.

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

INTRODUCED on this the 18th day of November 2024.

ADOPTED on this the 18th day of November 2024.

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

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT "A"

BEING a tract of land situated in the R. Hendrix, Abstract No. 504 and S. McGlothlin Survey, Abstract No. 811, City of Sherman, Grayson County, Texas, being part of a tract conveyed to Sherman NEC Texoma & 82, LP, by deed recorded in 2021-6422 of the Grayson County, with the subject tract being more particularly described as follows:

BEGINNING at a point which bears N 76 degrees24'13" W, 214.21' from a 3/8" iron rod found in the north line of US Highway 82;

THENCE N 76°24'13" W, 20.72 feet;

THENCE N 28°42'12" E, 199.25 feet;

THENCE N 61°17'48" W, 500.99 feet;

THENCE S 28°42'12" W, 68.50 feet;

THENCE N 61°17'48" W, 10.00 feet;

THENCE N 28°42'12" E, 83.50 feet;

THENCE S 61°17'48" E, 5.00 feet;

THENCE N 28°42'12" E, 1393.50 feet;

THENCE S 61°17'48" E, 5.00 feet;

THENCE N 28°42'12" E, 25.00 feet;

THENCE S 61°17'48" E, 10.00 feet;

THENCE S 28°42'12" W, 25.00 feet;

THENCE S 61°17'48" E, 79.11 feet;

THENCE N 01°17'48" W, 4.23 feet;

THENCE N 88°42'12" E, 157.68 feet;

THENCE S 61°17'48" E, 320.48 feet;

THENCE N 28°42'12" E, 262.00 feet;

THENCE S 61°17'48" E, 10.00 feet;

THENCE S 28°42'12" W, 1041.14 feet;

THENCE S 73°42'12" W, 46.73 feet;

SPIARS ENGINEERING & SURVEYING

WATER EASEMENT ABANDONMENT

R. HENDRIX SURVEY, ABSTRACT NO. 504
S. MCGLOTHLIN SURVEY, ABSTRACT NO. 811

CITY OF SHERMAN

GRAYSON COUNTY, TEXAS

Drawn:	Checked:	Date	Job No.
ED	DKB	1/4/22	22-XXX

PAGE 1 OF 7

Drawing: G:\2023 JOBS\23-137 Sherden Mall Infrastructure\SURVEY\DWG\23-137 Utility Easement Abandonment Exhibit.dwg Saved By: ksmith Save Time: 10/25/2024 2:06:43 PM Plotted by: ksmith Plot Date: 10/25/2024 2:11 PM

EXHIBIT "A"

OUTER BOUNDARY CONTINUED:

THENCE S 28°42'12" W, 67.86 feet;

THENCE S 61°17'48" E, 25.00 feet;

THENCE S 28°42'12" W, 10.00 feet;

THENCE N 61°17'48" W, 25.00 feet;

THENCE S 28°42'12" W, 381.00 feet;

THENCE S 61°17'48" E, 25.00 feet;

THENCE S 28°42'12" W, 10.00 feet;

THENCE N 61°17'48" W, 25.00 feet;

THENCE S 28°42'12" W, 403.81 feet to the POINT OF BEGINNING with the subject tract containing 805,628 square feet or 18.495 acres of land, SAVE AND EXCEPT the following tract;

INNER BOUNDARY :

BEGINNING at a point which bears N 26°25'52" W, 214.21' from a 3/8" iron rod found in the north line of US Highway 82;

THENCE N 61°17'48" W, 485.99 feet;

THENCE N 28°42'12" E, 388.50 feet;

THENCE S 61°17'48" E, 58.00 feet;

THENCE N 28°42'12" E, 10.00 feet;

THENCE N 61°17'48" W, 58.00 feet;

THENCE N 28°42'12" E, 385.00 feet;

THENCE S 61°17'48" E, 34.00 feet;

THENCE N 28°42'12" E, 10.00 feet;

THENCE N 61°17'48" W, 34.00 feet;

THENCE N 28°42'12" E, 188.00 feet;

THENCE S 61°17'48" E, 61.00 feet;

SPIARS ENGINEERING & SURVEYING

WATER EASEMENT ABANDONMENT

R. HENDRIX SURVEY, ABSTRACT NO. 504
S. MCGLOTHLIN SURVEY, ABSTRACT NO. 811

CITY OF SHERMAN

GRAYSON COUNTY, TEXAS

Drawn:	Checked:	Date	Job No.
ED	DKB	1/4/22	22-XXX

PAGE 2 OF 7

Drawing: G:\2023 JOBS\23-137 Sherden Mall Infrastructure\SURVEY\DWG\23-137 Utility Easement Abandonment Exhibit.dwg Saved By: ksmith Save Time: 10/25/2024 2:06:43 PM Plotted by: ksmith Plot Date: 10/25/2024 2:11 PM

EXHIBIT "A"

INNER BOUNDARY CONTINUED:

THENCE N 28°42'12" E, 10.00 feet;

THENCE N 61°17'48" W, 61.00 feet;

THENCE N 28°42'12" E, 245.00 feet;

THENCE S 61°17'48" E, 4.82 feet;

THENCE N 28°42'12" E, 10.00 feet;

THENCE N 61°17'48" W, 4.82 feet;

THENCE N 28°42'12" E, 132.00 feet;

THENCE S 61°17'48" E, 79.89 feet;

THENCE S 01°17'48" E, 4.23 feet;

THENCE N 88°42'12" E, 131.45 feet;

THENCE S 28°42'12" W, 45.57 feet;

THENCE S 61°17'48" E, 10.00 feet;

THENCE N 28°42'12" E, 51.34 feet;

THENCE N 88°42'12" E, 9.32 feet;

THENCE S 61°17'48" E, 141.12 feet;

THENCE S 28°42'12" W, 18.00 feet;

THENCE S 61°17'48" E, 10.00 feet;

THENCE N 28°42'12" E, 18.00 feet;

THENCE S 61°17'48" E, 164.00 feet;

THENCE S 28°42'12" W, 407.00 feet;

THENCE N 61°17'48" W, 70.00 feet;

THENCE S 28°42'12" W, 10.00 feet;

THENCE S 61°17'48" E, 70.00 feet;

SPIARS ENGINEERING & SURVEYING

WATER EASEMENT ABANDONMENT

R. HENDRIX SURVEY, ABSTRACT NO. 504
S. MCGLOTHLIN SURVEY, ABSTRACT NO. 811

CITY OF SHERMAN

GRAYSON COUNTY, TEXAS

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PAGE 3 OF 7

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EXHIBIT "A"

INNER BOUNDARY CONTINUED:

THENCE S 28°42'12" W, 282.50 feet;

THENCE N 61°17'48" W, 46.00 feet;

THENCE S 28°42'12" W, 10.00 feet;

THENCE S 61°17'48" E, 46.00 feet;

THENCE S 28°42'12" W, 31.36 feet;

THENCE S 73°42'12" W, 60.87 feet;

THENCE S 28°42'12" W, 285.14 feet;

THENCE N 61°17'48" W, 38.00 feet;

THENCE S 28°42'12" W, 10.00 feet;

THENCE S 61°17'48" E, 38.00 feet;

THENCE S 28°42'12" W, 264.00 feet;

THENCE N 61°17'48" W, 6.00 feet;

THENCE S 28°42'12" W, 10.00 feet;

THENCE S 61°17'48" E, 6.00 feet;

THENCE S 28°42'12" W, 97.96 feet to the POINT OF BEGINNING with the subject tract containing 723,174 square feet or 16.602 acres of land.

SPIARS ENGINEERING & SURVEYING

Drawn:	Checked:	Date	Job No.
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WATER EASEMENT ABANDONMENT

R. HENDRIX SURVEY, ABSTRACT NO. 504
S. MCGLOTHLIN SURVEY, ABSTRACT NO. 811

CITY OF SHERMAN

GRAYSON COUNTY, TEXAS

PAGE 4 OF 7

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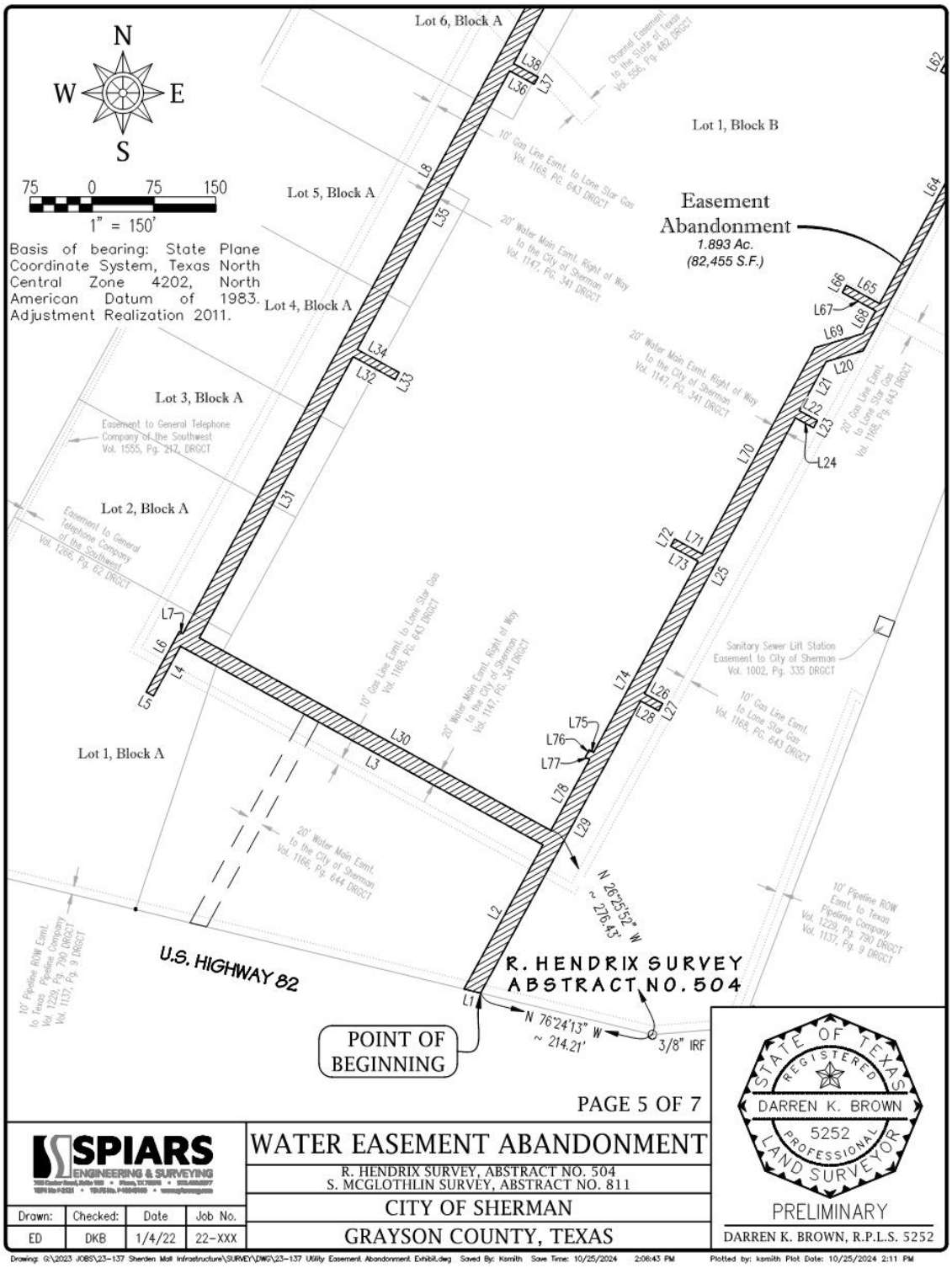
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75 0 75 150
1" = 150'
Basis of bearing: State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.
Lot 6, Block A
Lot 5, Block A
Lot 4, Block A
Lot 3, Block A
Lot 2, Block A
Lot 1, Block A
Lot 1, Block B
Easement Abandonment
1.893 Ac.
(82,455 S.F.)
Channel Easement to the State of Texas Vol. 556, Pg. 482 DRGCT
10' Gas Line Esmt. to Lone Star Gas Vol. 1166, Pg. 643 DRGCT
20' Water Main Esmt. Right of Way to the City of Sherman Vol. 1147, Pg. 341 DRGCT
Easement to General Telephone Company of the Southwest Vol. 1555, Pg. 247, DRGCT
Easement to General Telephone Company of the Southwest Vol. 1286, Pg. 62 DRGCT
Sanitary Sewer Lift Station Easement to City of Sherman Vol. 1002, Pg. 335 DRGCT
20' Water Main Esmt. to the City of Sherman Vol. 1166, Pg. 644 DRGCT
10' Pipeline ROW Esmt. to Texas Pipeline Company Vol. 1229, Pg. 790 DRGCT Vol. 1137, Pg. 9 DRGCT
U.S. HIGHWAY 82
R. HENDRIX SURVEY ABSTRACT NO. 504
N 26°25'52" W ~ 276.43'
N 76°24'13" W ~ 214.21'
3/8" IRF
POINT OF BEGINNING
PAGE 5 OF 7
SPIARS ENGINEERING & SURVEYING
WATER EASEMENT ABANDONMENT
R. HENDRIX SURVEY, ABSTRACT NO. 504
S. MCGLOTHLIN SURVEY, ABSTRACT NO. 811
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS
Drawn: ED | Checked: DKB | Date 1/4/22 | Job No. 22-XXX
STATE OF TEXAS REGISTERED DARREN K. BROWN 5252 PROFESSIONAL LAND SURVEYOR
PRELIMINARY
DARREN K. BROWN, R.P.L.S. 5252
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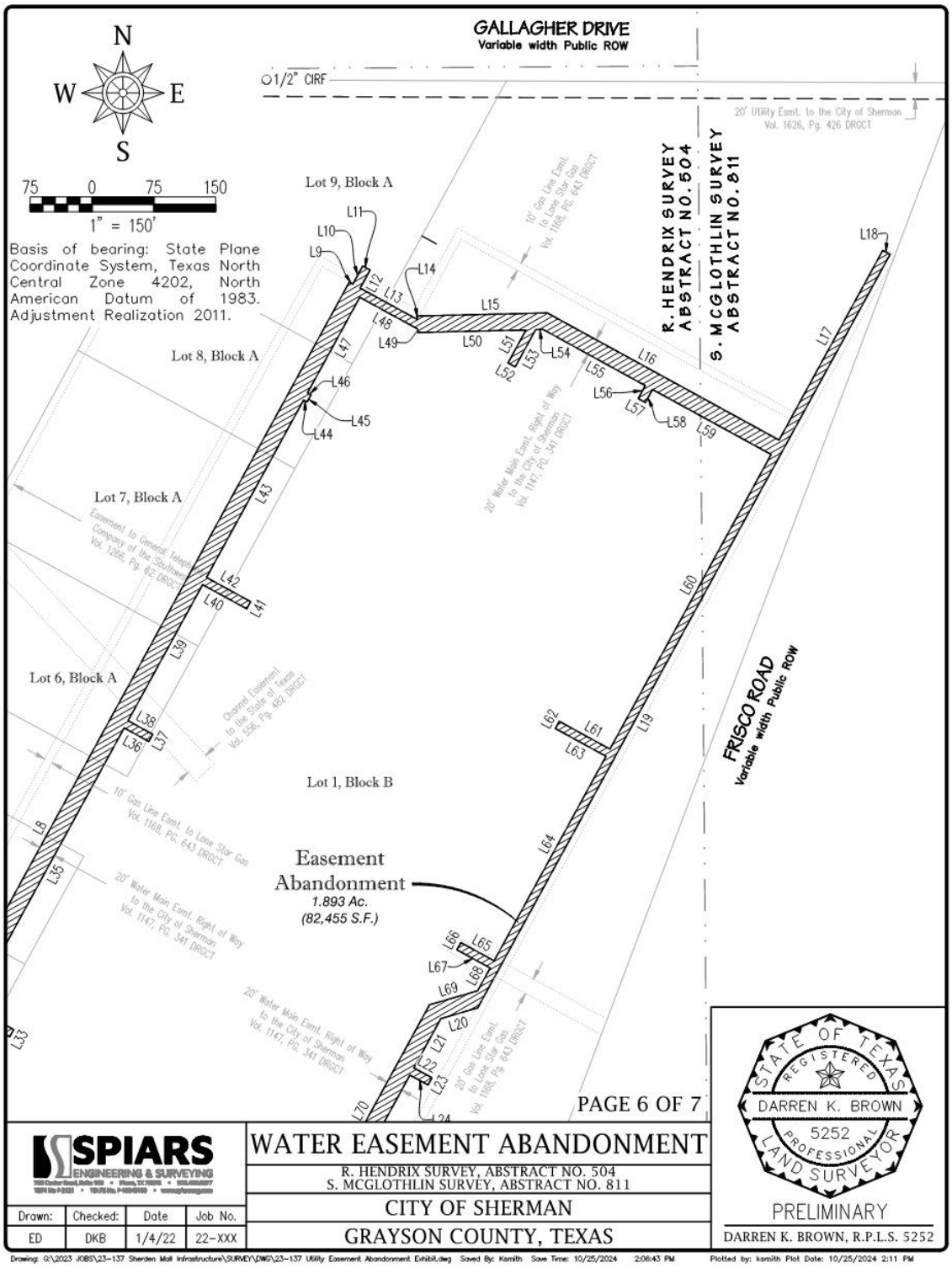
GALLAGHER DRIVE
Variable width Public ROW
1/2" CIRF
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75 0 75 150
1" = 150'
Basis of bearing: State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.
Lot 9, Block A
Lot 8, Block A
Lot 7, Block A
Lot 6, Block A
Lot 1, Block B
R. HENDRIX SURVEY ABSTRACT NO. 504
S. MCGLOTHLIN SURVEY ABSTRACT NO. 811
FRISCO ROAD
Variable width Public ROW
Easement Abandonment
1.893 Ac.
(82,455 S.F.)
20' Utility Esmt. to the City of Sherman Vol. 1626, Pg. 426 DRGCT
10' Gas Line Esmt. to Lone Star Gas Vol. 1165, Pg. 643 DRGCT
20' Water Main Esmt. Right of Way to the City of Sherman Vol. 1147, Pg. 341 DRGCT
Channel Easement to the State of Texas Vol. 556, Pg. 482 DRGCT
Easement to General Telephone Company of the Southwest Vol. 1268, Pg. 862 DRGCT
PAGE 6 OF 7
SPIARS ENGINEERING & SURVEYING
WATER EASEMENT ABANDONMENT
R. HENDRIX SURVEY, ABSTRACT NO. 504
S. MCGLOTHLIN SURVEY, ABSTRACT NO. 811
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS
Drawn: ED
Checked: DKB
Date 1/4/22
Job No. 22-XXX
STATE OF TEXAS
REGISTERED
DARREN K. BROWN
5252
PROFESSIONAL
LAND SURVEYOR
PRELIMINARY
DARREN K. BROWN, R.P.L.S. 5252
Drawing: G:\2023 JOBS\23-137 Sherden Mall Infrastructure\SURVEY\DWG\23-137 Utility Easement Abandonment Exhibit.dwg Saved By: Ksmith Save Time: 10/25/2024 2:06:43 PM
Plotted by: ksmith Plot Date: 10/25/2024 2:11 PM

Line Table		
Line #	Bearing	Distance
L1	S76°24'13"E	20.72'
L2	S28°42'12"W	199.25'
L3	S61°17'48"E	500.99'
L4	N28°42'12"E	68.50'
L5	S61°17'48"E	10.00'
L6	S28°42'12"W	83.50'
L7	N61°17'48"W	5.00'
L8	S28°42'12"W	1393.50'
L9	N61°17'48"W	5.00'
L10	S28°42'12"W	25.00'
L11	N61°17'48"W	10.00'
L12	N28°42'12"E	25.00'
L13	N61°17'48"W	79.11'
L14	S01°17'48"E	4.23'
L15	S88°42'12"W	157.68'
L16	N61°17'48"W	320.48'
L17	S28°42'12"W	262.00'
L18	N61°17'48"W	10.00'
L19	N28°42'12"E	1041.14'
L20	N73°42'12"E	46.73'
L21	N28°42'12"E	67.86'
L22	N61°17'48"W	25.00'
L23	N28°42'12"E	10.00'
L24	S61°17'48"E	25.00'
L25	N28°42'12"E	381.00'
L26	N61°17'48"W	25.00'

Line Table		
Line #	Bearing	Distance
L27	N28°42'12"E	10.00'
L28	S61°17'48"E	25.00'
L29	N28°42'12"E	403.81'
L30	N61°17'48"W	485.99'
L31	N28°42'12"E	388.50'
L32	S61°17'48"E	58.00'
L33	N28°42'12"E	10.00'
L34	N61°17'48"W	58.00'
L35	N28°42'12"E	385.00'
L36	S61°17'48"E	34.00'
L37	N28°42'12"E	10.00'
L38	N61°17'48"W	34.00'
L39	N28°42'12"E	188.00'
L40	S61°17'48"E	61.00'
L41	N28°42'12"E	10.00'
L42	N61°17'48"W	61.00'
L43	N28°42'12"E	245.00'
L44	S61°17'48"E	4.82'
L45	N28°42'12"E	10.00'
L46	N61°17'48"W	4.82'
L47	N28°42'12"E	132.00'
L48	S61°17'48"E	79.89'
L49	S01°17'48"E	4.23'
L50	N88°42'12"E	131.45'
L51	S28°42'12"W	45.57'
L52	S61°17'48"E	10.00'

Line Table		
Line #	Bearing	Distance
L53	N28°42'12"E	51.34'
L54	N88°42'12"E	9.32'
L55	S61°17'48"E	141.12'
L56	S28°42'12"W	18.00'
L57	S61°17'48"E	10.00'
L58	N28°42'12"E	18.00'
L59	S61°17'48"E	164.00'
L60	S28°42'12"W	407.00'
L61	N61°17'48"W	70.00'
L62	S28°42'12"W	10.00'
L63	S61°17'48"E	70.00'
L64	S28°42'12"W	282.50'
L65	N61°17'48"W	46.00'
L66	S28°42'12"W	10.00'
L67	S61°17'48"E	46.00'
L68	S28°42'12"W	31.36'
L69	S73°42'12"W	60.87'
L70	S28°42'12"W	285.14'
L71	N61°17'48"W	38.00'
L72	S28°42'12"W	10.00'
L73	S61°17'48"E	38.00'
L74	S28°42'12"W	264.00'
L75	N61°17'48"W	6.00'
L76	S28°42'12"W	10.00'
L77	S61°17'48"E	6.00'
L78	S28°42'12"W	97.96'

SPIARS ENGINEERING & SURVEYING

WATER EASEMENT ABANDONMENT

R. HENDRIX SURVEY, ABSTRACT NO. 504
S. MCGLOTHLIN SURVEY, ABSTRACT NO. 811

CITY OF SHERMAN

GRAYSON COUNTY, TEXAS

Drawn:	Checked:	Date	Job No.
ED	DKB	1/4/22	22-XXX

PAGE 7 OF 7

Drawing: G:\2023 JOBS\23-137 Sherden Mall Infrastructure\SURVEY\DWG\23-137 Utility Easement Abandonment Exhibit.dwg Saved By: ksmith Save Time: 10/25/2024 2:06:43 PM Plotted by: ksmith Plot Date: 10/25/2024 2:12 PM

EXHIBIT "B"

BEING a tract of land situated in the R. Hendrix Survey, Abstract No. 504, City of Sherman, Grayson County, Texas, bein part of a tract conveyed to Sherman NEC Texoma & 82, LP, by deed recorded in 2021-6422 of the Open Public Records of Grayson County, with the subject tract being more particularly described as follows:

BEGINNING at a point which bears N 76°24'13" W, 556.06' from a 3/8" iron rod found in the north line of US Highway 82;

THENCE N 76°24'18" W, 20.72 feet along the north line of US Highway 82;

THENCE N 28°42'12" E, 288.35 feet;

THENCE S 61°17'48" E, 20.00 feet;

THENCE S 28°42'12" W, 282.95 feet to the POINT OF BEGINNING with the subject tract containing 5,713 square feet or 0.131 acres of land.

SPIARS ENGINEERING & SURVEYING

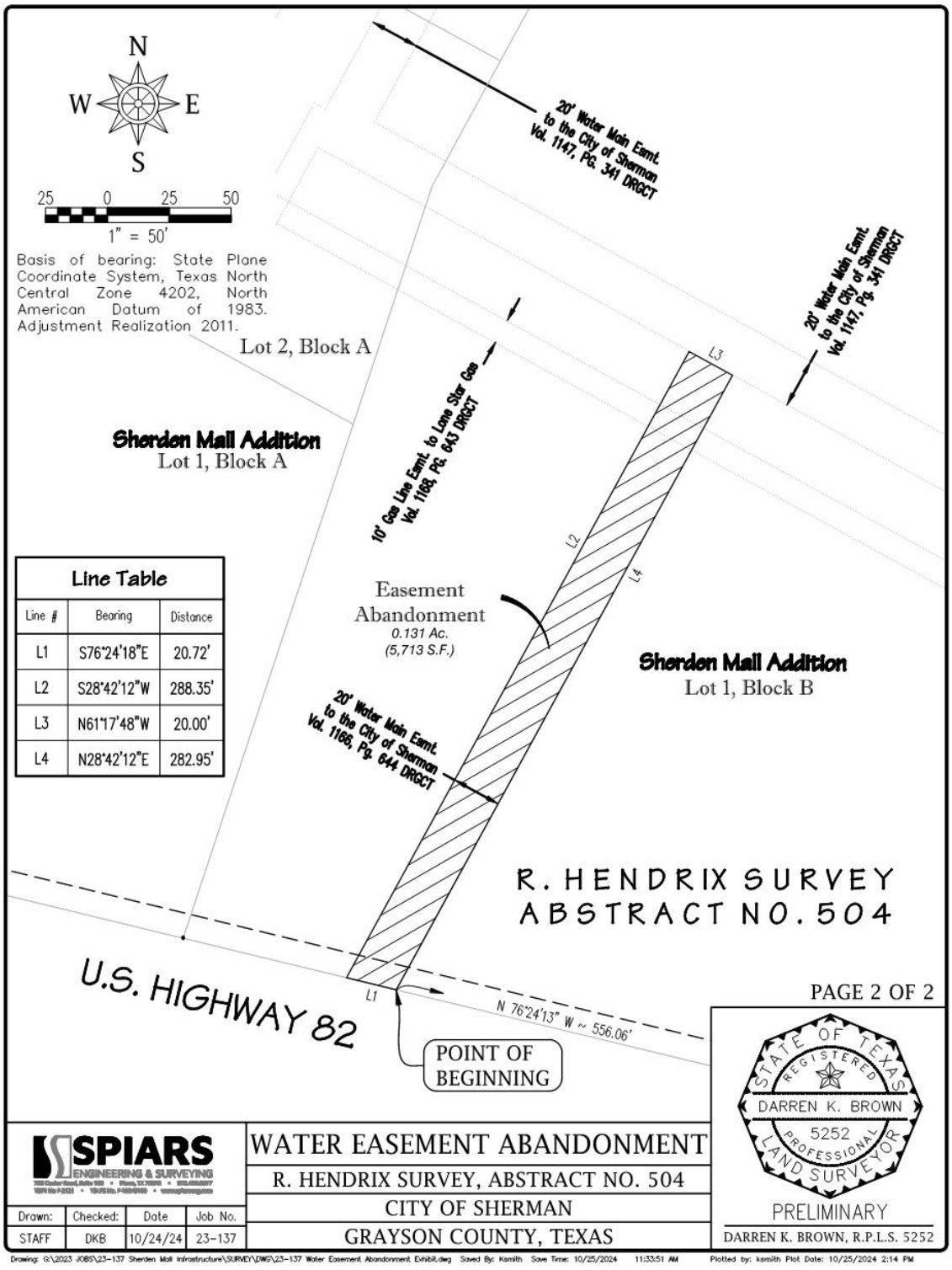
Drawn:	Checked:	Date	Job No.
STAFF	DKB	10/24/24	23-137

WATER EASEMENT ABANDONMENT
R. HENDRIX SURVEY, ABSTRACT NO. 504
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

PAGE 1 OF 2

Drawing: G:\2023 JOBS\23-137 Sherden Mall Infrastructure\SURVEY\DWG\23-137 Water Easement Abandonment Exhibit.dwg Saved By: ksmith Save Time: 10/25/2024 11:33:51 AM Plotted by: ksmith Plot Date: 10/25/2024 2:14 PM

V



Line Table		
Line #	Bearing	Distance
L1	S76°24'18"E	20.72'
L2	S28°42'12"W	288.35'
L3	N61°17'48"W	20.00'
L4	N28°42'12"E	282.95'

EXHIBIT "A"

BEING a tract of land situated in the R. Hendrix, Abstract No. 504 and S. McGlothlin Survey, Abstract No. 811, City of Sherman, Grayson County, Texas, being part of a tract conveyed to Sherman NEC Texoma & 82, LP, by deed recorded in 2021–6422 of the Grayson County, with the subject tract being more particularly described as follows:

BEGINNING at a point which bears N 76 degrees24'13" W, 214.21' from a 3/8" iron rod found in the north line of US Highway 82;

THENCE N 76°24'13" W, 20.72 feet;

THENCE N 28°42'12" E, 199.25 feet;

THENCE N 61°17'48" W, 500.99 feet;

THENCE S 28°42'12" W, 68.50 feet;

THENCE N 61°17'48" W, 10.00 feet;

THENCE N 28°42'12" E, 83.50 feet;

THENCE S 61°17'48" E, 5.00 feet;

THENCE N 28°42'12" E, 1393.50 feet;

THENCE S 61°17'48" E, 5.00 feet;

THENCE N 28°42'12" E, 25.00 feet;

THENCE S 61°17'48" E, 10.00 feet;

THENCE S 28°42'12" W, 25.00 feet;

THENCE S 61°17'48" E, 79.11 feet;

THENCE N 01°17'48" W, 4.23 feet;

THENCE N 88°42'12" E, 157.68 feet;

THENCE S 61°17'48" E, 320.48 feet;

THENCE N 28°42'12" E, 262.00 feet;

THENCE S 61°17'48" E, 10.00 feet;

THENCE S 28°42'12" W, 1041.14 feet;

THENCE S 73°42'12" W, 46.73 feet;

EXHIBIT "A"

OUTER BOUNDARY CONTINUED:

THENCE S 28°42'12" W, 67.86 feet;

THENCE S 61°17'48" E, 25.00 feet;

THENCE S 28°42'12" W, 10.00 feet;

THENCE N 61°17'48" W, 25.00 feet;

THENCE S 28°42'12" W, 381.00 feet;

THENCE S 61°17'48" E, 25.00 feet;

THENCE S 28°42'12" W, 10.00 feet;

THENCE N 61°17'48" W, 25.00 feet;

THENCE S 28°42'12" W, 403.81 feet to the POINT OF BEGINNING with the subject tract containing 805,628 square feet or 18.495 acres of land, SAVE AND EXCEPT the following tract;

INNER BOUNDARY :

BEGINNING at a point which bears N 26°25'52" W, 214.21' from a 3/8" iron rod found in the north line of US Highway 82;

THENCE N 61°17'48" W, 485.99 feet;

THENCE N 28°42'12" E, 388.50 feet;

THENCE S 61°17'48" E, 58.00 feet;

THENCE N 28°42'12" E, 10.00 feet;

THENCE N 61°17'48" W, 58.00 feet;

THENCE N 28°42'12" E, 385.00 feet;

THENCE S 61°17'48" E, 34.00 feet;

THENCE N 28°42'12" E, 10.00 feet;

THENCE N 61°17'48" W, 34.00 feet;

THENCE N 28°42'12" E, 188.00 feet;

THENCE S 61°17'48" E, 61.00 feet;

EXHIBIT "A"

INNER BOUNDARY CONTINUED:

THENCE N 28°42'12" E, 10.00 feet;

THENCE N 61°17'48" W, 61.00 feet;

THENCE N 28°42'12" E, 245.00 feet;

THENCE S 61°17'48" E, 4.82 feet;

THENCE N 28°42'12" E, 10.00 feet;

THENCE N 61°17'48" W, 4.82 feet;

THENCE N 28°42'12" E, 132.00 feet;

THENCE S 61°17'48" E, 79.89 feet;

THENCE S 01°17'48" E, 4.23 feet;

THENCE N 88°42'12" E, 131.45 feet;

THENCE S 28°42'12" W, 45.57 feet;

THENCE S 61°17'48" E, 10.00 feet;

THENCE N 28°42'12" E, 51.34 feet;

THENCE N 88°42'12" E, 9.32 feet;

THENCE S 61°17'48" E, 141.12 feet;

THENCE S 28°42'12" W, 18.00 feet;

THENCE S 61°17'48" E, 10.00 feet;

THENCE N 28°42'12" E, 18.00 feet;

THENCE S 61°17'48" E, 164.00 feet;

THENCE S 28°42'12" W, 407.00 feet;

THENCE N 61°17'48" W, 70.00 feet;

THENCE S 28°42'12" W, 10.00 feet;

THENCE S 61°17'48" E, 70.00 feet;

EXHIBIT "A"

INNER BOUNDARY CONTINUED:

THENCE S 28°42'12" W, 282.50 feet;

THENCE N 61°17'48" W, 46.00 feet;

THENCE S 28°42'12" W, 10.00 feet;

THENCE S 61°17'48" E, 46.00 feet;

THENCE S 28°42'12" W, 31.36 feet;

THENCE S 73°42'12" W, 60.87 feet;

THENCE S 28°42'12" W, 285.14 feet;

THENCE N 61°17'48" W, 38.00 feet;

THENCE S 28°42'12" W, 10.00 feet;

THENCE S 61°17'48" E, 38.00 feet;

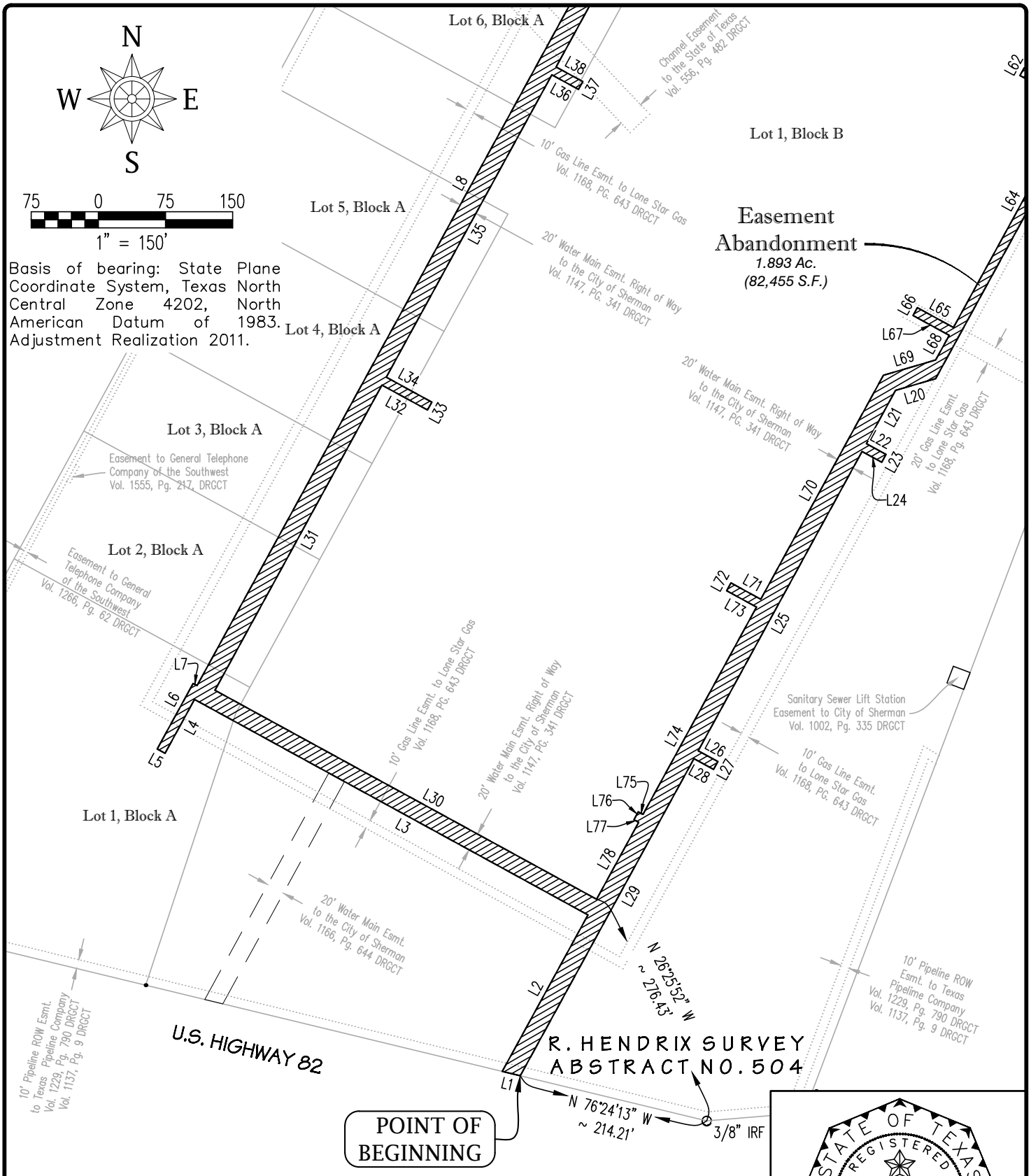
THENCE S 28°42'12" W, 264.00 feet;

THENCE N 61°17'48" W, 6.00 feet;

THENCE S 28°42'12" W, 10.00 feet;

THENCE S 61°17'48" E, 6.00 feet;

THENCE S 28°42'12" W, 97.96 feet to the POINT OF BEGINNING with the subject tract containing 723,174 square feet or 16.602 acres of land.



PAGE 5 OF 7

SPIARS ENGINEERING & SURVEYING

WATER EASEMENT ABANDONMENT

R. HENDRIX SURVEY, ABSTRACT NO. 504
S. MCGLOTHLIN SURVEY, ABSTRACT NO. 811

CITY OF SHERMAN

GRAYSON COUNTY, TEXAS

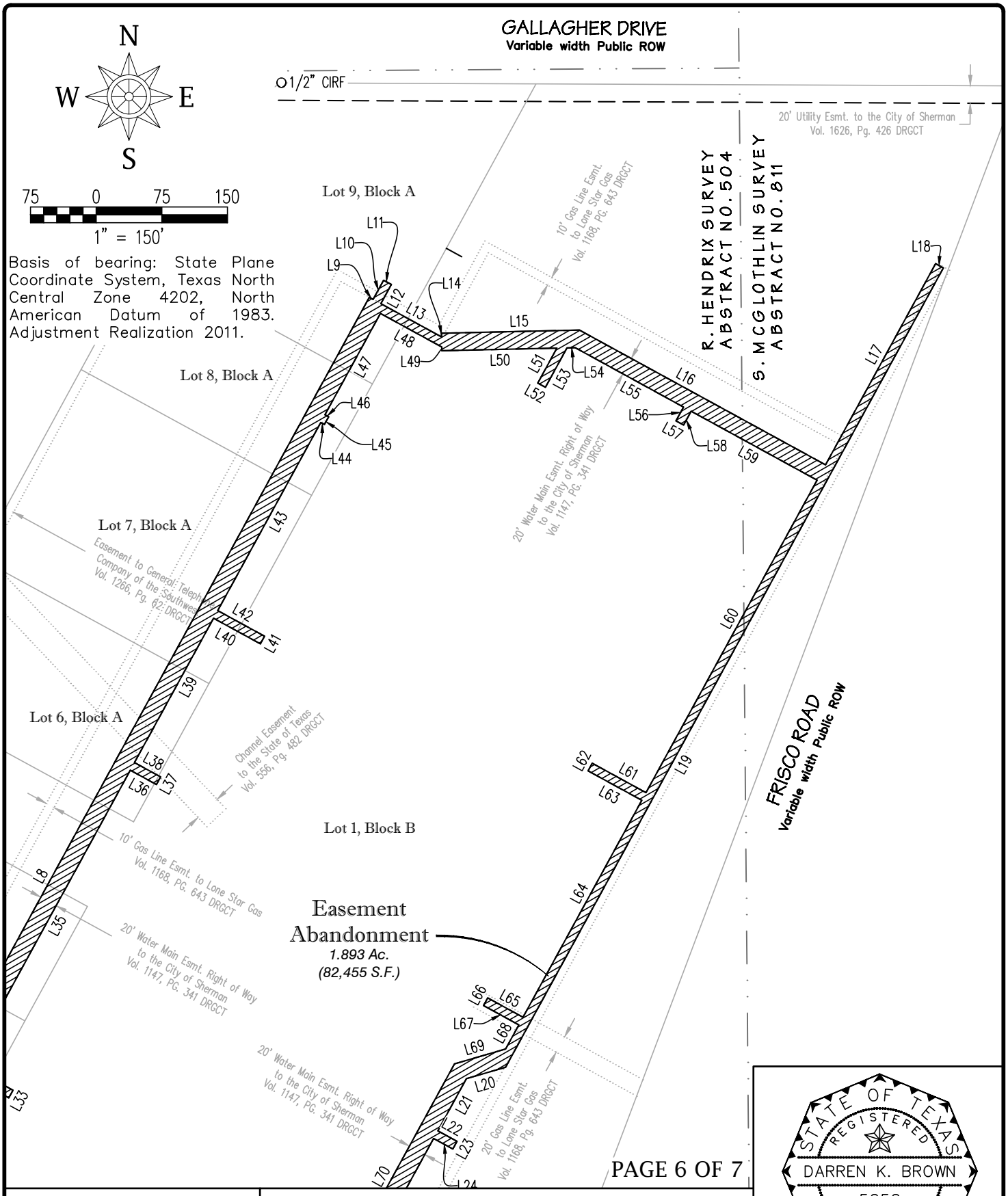
Drawn:	Checked:	Date	Job No.
ED	DKB	1/4/22	22-XXX

STATE OF TEXAS
REGISTERED
DARREN K. BROWN
5252
PROFESSIONAL
LAND SURVEYOR

PRELIMINARY

DARREN K. BROWN, R.P.L.S. 5252

Drawing: G:\2023 JOBS\23-137 Sherden Mall Infrastructure\SURVEY\DWG\23-137 Utility Easement Abandonment Exhibit.dwg Saved By: Ksmith Save Time: 10/25/2024 2:06:43 PM Plotted by: ksmith Plot Date: 10/25/2024 2:11 PM



PAGE 6 OF 7

SPIARS ENGINEERING & SURVEYING

WATER EASEMENT ABANDONMENT

R. HENDRIX SURVEY, ABSTRACT NO. 504
S. MCGLOTHLIN SURVEY, ABSTRACT NO. 811

CITY OF SHERMAN

GRAYSON COUNTY, TEXAS

Drawn:	Checked:	Date	Job No.
ED	DKB	1/4/22	22-XXX

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DARREN K. BROWN
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Line Table		
Line #	Bearing	Distance
L1	S76°24'13"E	20.72'
L2	S28°42'12"W	199.25'
L3	S61°17'48"E	500.99'
L4	N28°42'12"E	68.50'
L5	S61°17'48"E	10.00'
L6	S28°42'12"W	83.50'
L7	N61°17'48"W	5.00'
L8	S28°42'12"W	1393.50'
L9	N61°17'48"W	5.00'
L10	S28°42'12"W	25.00'
L11	N61°17'48"W	10.00'
L12	N28°42'12"E	25.00'
L13	N61°17'48"W	79.11'
L14	S01°17'48"E	4.23'
L15	S88°42'12"W	157.68'
L16	N61°17'48"W	320.48'
L17	S28°42'12"W	262.00'
L18	N61°17'48"W	10.00'
L19	N28°42'12"E	1041.14'
L20	N73°42'12"E	46.73'
L21	N28°42'12"E	67.86'
L22	N61°17'48"W	25.00'
L23	N28°42'12"E	10.00'
L24	S61°17'48"E	25.00'
L25	N28°42'12"E	381.00'
L26	N61°17'48"W	25.00'

Line Table		
Line #	Bearing	Distance
L27	N28°42'12"E	10.00'
L28	S61°17'48"E	25.00'
L29	N28°42'12"E	403.81'
L30	N61°17'48"W	485.99'
L31	N28°42'12"E	388.50'
L32	S61°17'48"E	58.00'
L33	N28°42'12"E	10.00'
L34	N61°17'48"W	58.00'
L35	N28°42'12"E	385.00'
L36	S61°17'48"E	34.00'
L37	N28°42'12"E	10.00'
L38	N61°17'48"W	34.00'
L39	N28°42'12"E	188.00'
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L44	S61°17'48"E	4.82'
L45	N28°42'12"E	10.00'
L46	N61°17'48"W	4.82'
L47	N28°42'12"E	132.00'
L48	S61°17'48"E	79.89'
L49	S01°17'48"E	4.23'
L50	N88°42'12"E	131.45'
L51	S28°42'12"W	45.57'
L52	S61°17'48"E	10.00'

Line Table		
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L53	N28°42'12"E	51.34'
L54	N88°42'12"E	9.32'
L55	S61°17'48"E	141.12'
L56	S28°42'12"W	18.00'
L57	S61°17'48"E	10.00'
L58	N28°42'12"E	18.00'
L59	S61°17'48"E	164.00'
L60	S28°42'12"W	407.00'
L61	N61°17'48"W	70.00'
L62	S28°42'12"W	10.00'
L63	S61°17'48"E	70.00'
L64	S28°42'12"W	282.50'
L65	N61°17'48"W	46.00'
L66	S28°42'12"W	10.00'
L67	S61°17'48"E	46.00'
L68	S28°42'12"W	31.36'
L69	S73°42'12"W	60.87'
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L75	N61°17'48"W	6.00'
L76	S28°42'12"W	10.00'
L77	S61°17'48"E	6.00'
L78	S28°42'12"W	97.96'

SPIARS ENGINEERING & SURVEYING

WATER EASEMENT ABANDONMENT

R. HENDRIX SURVEY, ABSTRACT NO. 504
S. MCGLOTHLIN SURVEY, ABSTRACT NO. 811

CITY OF SHERMAN

GRAYSON COUNTY, TEXAS

Drawn:	Checked:	Date	Job No.
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PAGE 7 OF 7

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EXHIBIT "B"

BEING a tract of land situated in the R. Hendrix Survey, Abstract No. 504, City of Sherman, Grayson County, Texas, bein part of a tract conveyed to Sherman NEC Texoma & 82, LP, by deed recorded in 2021–6422 of the Open Public Records of Grayson County, with the subject tract being more particularly described as follows:

BEGINNING at a point which bears N 76°24'13" W, 556.06' from a 3/8" iron rod found in the north line of US Highway 82;

THENCE N 76°24'18" W, 20.72 feet along the north line of US Highway 82;

THENCE N 28°42'12" E, 288.35 feet;

THENCE S 61°17'48" E, 20.00 feet;

THENCE S 28°42'12" W, 282.95 feet to the POINT OF BEGINNING with the subject tract containing 5,713 square feet or 0.131 acres of land.

SPIARS ENGINEERING & SURVEYING

Drawn:	Checked:	Date	Job No.
STAFF	DKB	10/24/24	23–137

WATER EASEMENT ABANDONMENT
R. HENDRIX SURVEY, ABSTRACT NO. 504
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

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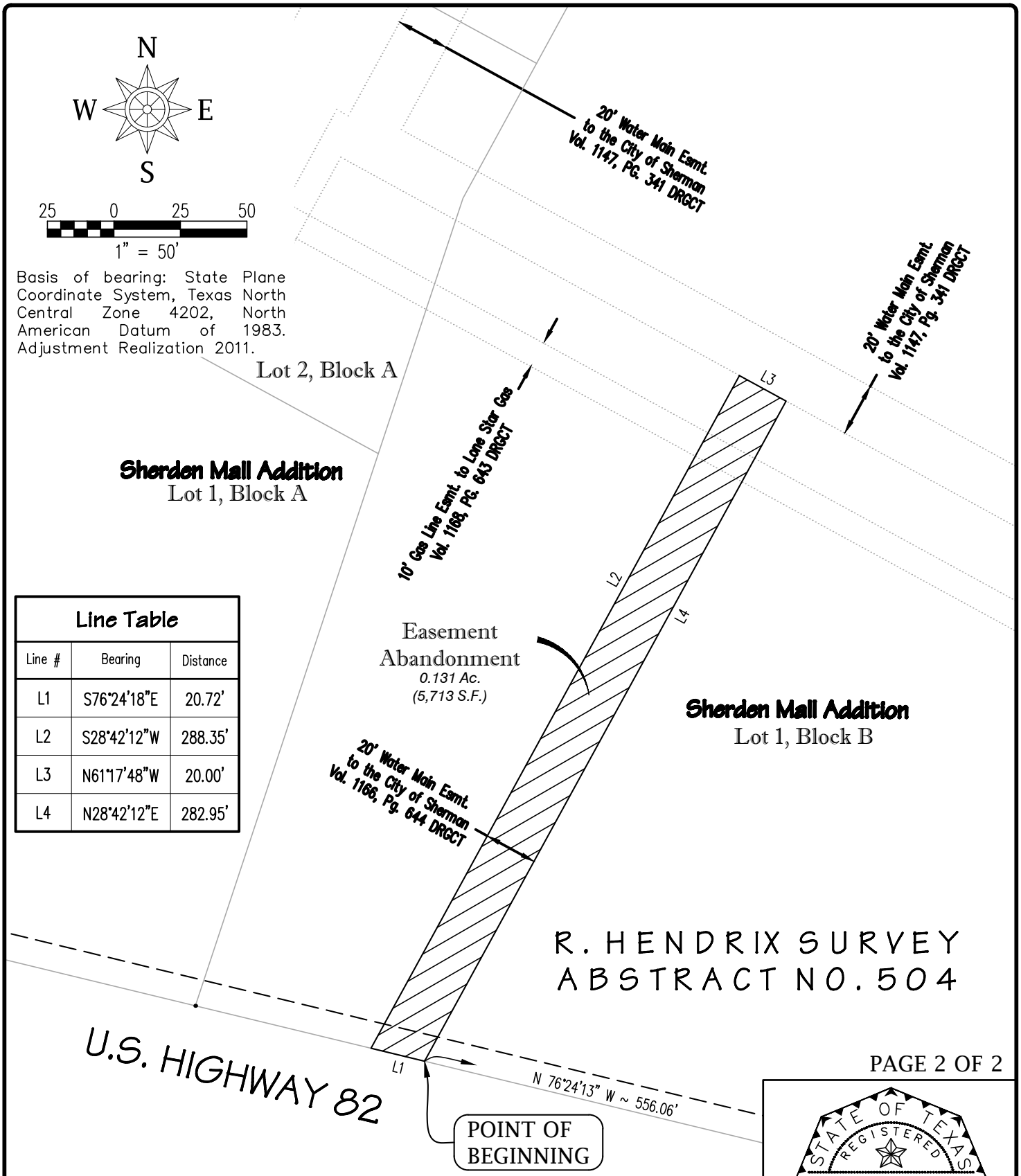

Line Table		
Line #	Bearing	Distance
L1	S76°24'18"E	20.72'
L2	S28°42'12"W	288.35'
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L4	N28°42'12"E	282.95'

STATE OF TEXAS
REGISTERED
DARREN K. BROWN
5252
PROFESSIONAL
LAND SURVEYOR

PRELIMINARY

DARREN K. BROWN, R.P.L.S. 5252

SPIARS ENGINEERING & SURVEYING

WATER EASEMENT ABANDONMENT

R. HENDRIX SURVEY, ABSTRACT NO. 504

CITY OF SHERMAN

GRAYSON COUNTY, TEXAS

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SPIARS
ENGINEERING & SURVEYING

501 W President George Bush Hwy, Suite 200| Richardson, TX 75080
Main 972.422.0077 | www.spiarseng.com
TBPE No. F-2121 | TBPLS No. F-10043100

October 24, 2024

City of Sherman
Engineering Department
Attn: Mr. Wayne Lee
220 W Mulberry Street
Sherman, Tx 75090

Re: **Request for Abandonment of Existing Utility Easement**
Sherden Mall Addition – Block B, Lots 1 and 2
Sherman, Texas

Dear Mr. Lee,

The purpose of this letter is to request the abandonment of a utility easement located along the south, west and north sides of the tract conveyed to Sherman NEC Texoma & 82, LP, according to the deed recorded in Document number 2021-6422. The remainder property is also depicted in Doc. No. 2023-65, the Final Plat for Lot 1, Block A QT 1915 Addition. The easement abandonment is requested as the existing utilities are being abandoned and new utilities to serve the site are being proposed with the development of Lots 1 and 2, Sherdan Mall Addition.

The utility easement to be abandoned is recorded in Vol. 1147, PG. 341 DRGCT, and is a variable width easement. The easement is more clearly depicted in the included exhibits.

Please feel free to contact me with any additional questions/concerns.

Regards,

Karis L. Smith, P.E.
SPIARS ENGINEERING & SURVEYING
karis.smith@spiarsengineering.com

Property Owner Information:
Sherman NEC Texoma & 82, LP
7500 San Jacinto,
Plano, Texas 75024
Contact: Jim Duggan
Telephone: 972-980-9686
Email: jim@dugganrealty.com

Owner Signature: _____

SPIARS
ENGINEERING & SURVEYING

501 W President George Bush Hwy, Suite 200| Richardson, TX 75080
Main 972.422.0077 | www.spiarseng.com
TBPE No. F-2121 | TBPLS No. F-10043100

October 24, 2024

City of Sherman
Engineering Department
Attn: Mr. Wayne Lee
220 W Mulberry Street
Sherman, Tx 75090

Re: **Request for Abandonment of Existing Water Easement**
Sherden Mall Addition – Block B, Lots 1 and 2
Sherman, Texas

Dear Mr. Lee,

The purpose of this letter is to request the abandonment of a water easement located in the south west corner of the tract conveyed to Sherman NEC Texoma & 82, LP, according to the deed recorded in Document number 2021-6422. The remainder property is also depicted in Doc. No. 2023-65, the Final Plat for Lot 1, Block A QT 1915 Addition. The easement abandonment is requested as the water line is being abandoned and new water line is proposed with the development of Lots 1 and 2, Sherdan Mall Addition.

The water main easement to be abandoned is recorded in Vol. 1166, PG. 644 DRGCT, and is a 20' wide. The easement is more clearly depicted in the included exhibits.

Please feel free to contact me with any additional questions/concerns.

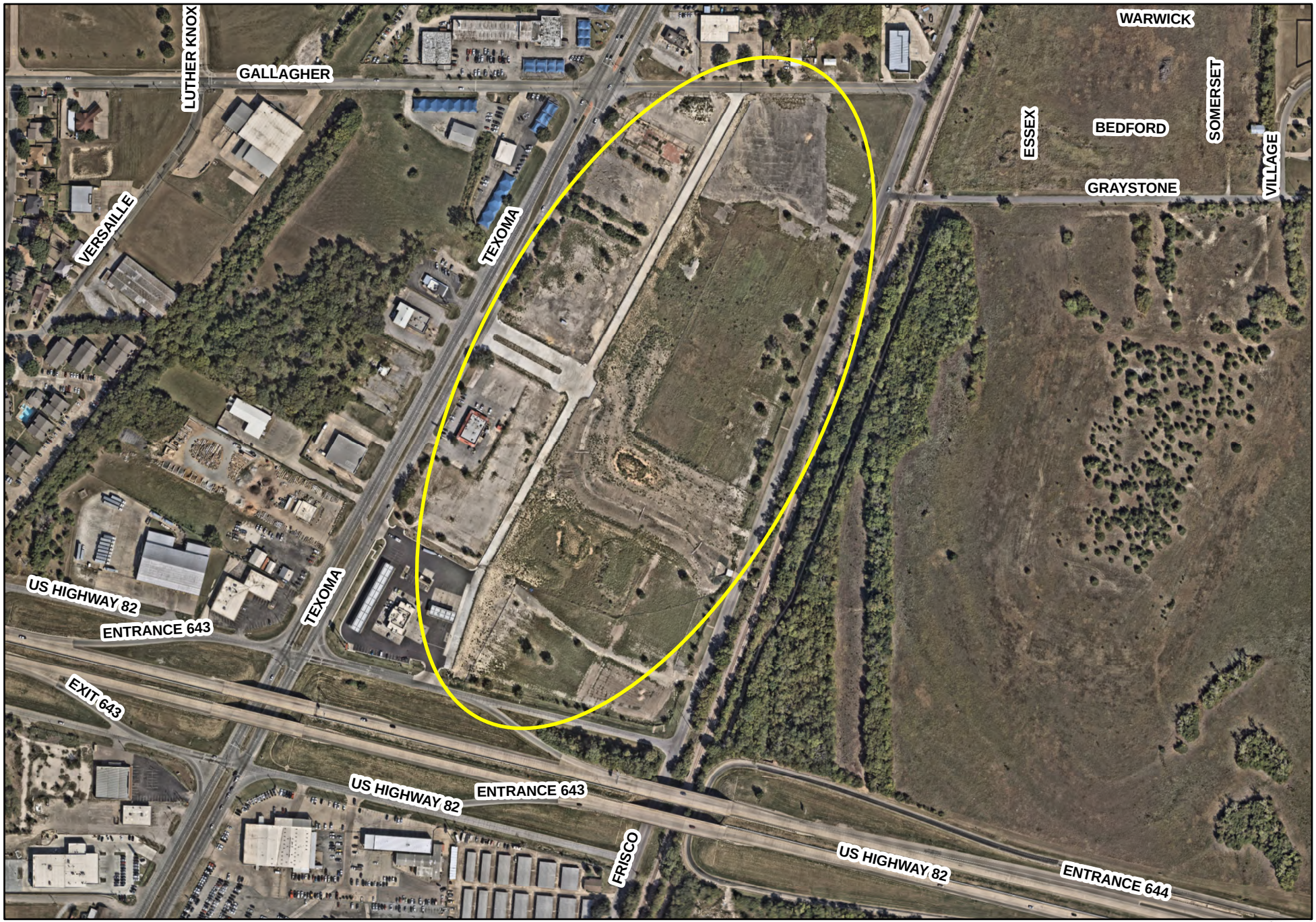
Regards,

Karis L. Smith, P.E.
SPIARS ENGINEERING & SURVEYING
karis.smith@spiarsengineering.com

Property Owner Information:
Sherman NEC Texoma & 82, LP
7500 San Jacinto,
Plano, Texas 75024
Contact: Jim Duggan
Telephone: 972-980-9686
Email: jim@dugganrealty.com

Owner Signature: _____

Easement Abandonment



ORDINANCE NO. ~~6758~~

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES, ENTITLED "PERSONNEL", ARTICLE 9.05, ENTITLED "CIVIL SERVICE FOR FIREFIGHTERS AND POLICE OFFICERS", AT SECTION 9.05.026, ENTITLED "AUTHORIZED NUMBER OF POSITIONS", TO REVISE THE NUMBER OF AUTHORIZED POSITIONS IN THE POLICE DEPARTMENT; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 9, Article 9.05 of the Code of Ordinances of the City of Sherman, be and is hereby amended at Section 9.05.026 so that such section shall read as follows[1]:

Sec. 9.05.026 Authorized number of positions

The number of allocated positions for each job title in the fire and police departments are set forth below in order of ranking:

(1) Fire department

Title	No. Positions
Firefighter	54
Engineer	15
Captain	17
Battalion Chief	3
Division Chief	3
Assistant Chief	1
Fire Chief	1

(a) Active staffing in the "engineer" position greater than the number allocated shall be considered overstaffed and said position shall not be filled upon the occurrence of vacancy due to promotion, demotion, attrition, termination, retirement, or any other reason.

[1] Additions are underlined; deletions are evidenced by ~~strikethrough~~.

(b) Staffing in the "firefighter" position shall be increased with each occurrence of the number of active "engineer" positions being eliminated until the total number of "engineer" positions meets the number of allocated positions set forth in subsection (1) above.

(c) Once the number of active "engineer" positions is reduced to meet the number of allocated positions set forth in subsection (1) above. The number of active "firefighter" positions shall be increased to meet the number of allocated positions set forth in subsection (1) above.

(2) Police department

Title	No. Positions
Patrolman	~~59~~63
Corporal	*0*~~5~~
Sergeant	*14*
Lieutenant	5
Assistant Chief-Appointed	2
Chief	1

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

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

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

SECTION 5. That it is hereby officially found and determined that the meeting at which this ordinance is passed is 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 this the 18~~5~~th day of ~~August~~ November 2024.

ADOPTED on this the 18~~5~~th day of ~~August~~ November 2024.

EFFECTIVE DATE on this the 18~~5~~th day of ~~August~~ November 2024.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMAN, 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

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.2.

Meeting Date: 11/18/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6782 (TABLED AT THE OCTOBER 21, 2024 CITY COUNCIL MEETING)

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 0.870 acres being Lot 1, Lot 2 and Lot 3, Alvarado Estates, in the Robert Thompson Survey, Abstract 1200, City Of Sherman, Grayson County, Texas, Located at 2901, 2909 and 2913 South First Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-4 (Single Family Residential) District Zoning Classification, BELACOOP, LLC (Owner), Jay Peskuski (Representative) and Underwood Drafting and Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Zone Change for 0.870 acres of land located at 2901, 2909 and 2913 South First Street from an R-6 (Single Family Residential) District to a R-4 (Patio Home Residential) District.

Background:

The property is located at 2901, 2909 and 2913 South First Street near the intersection of South Dewey Avenue and South First Street. The owner is requesting a Zone Change from an R-6 (Single Family Residential) District to a R-4 (Patio Home Residential) District.

Origination:

BELACOOP, LLC (Owner)
Jay Peskuski (Representative)
Underwood Drafting and Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the September 18, 2024 regular meeting, the Planning and Zoning Commission voted 7/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff does not have any objection to this zone change request.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No.
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Narrative
7. Lot Layout
8. Elevation

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 0.870 ACRES BEING LOT 1, LOT 2 AND LOT 3, ALVARADO ESTATES, IN THE ROBERT THOMPSON SURVEY, ABSTRACT 1200, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 2901, 2909 AND 2913 SOUTH FIRST STREET, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-4 (SINGLE FAMILY RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, BELACOOP, LLC (OWNER), JAY PESKUSKI (REPRESENTATIVE) AND UNDERWOOD DRAFTING AND SURVEYING (SURVEYOR) PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto, located at 2901, 2909 and 2913 South First Street all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-4 (Single Family Residential) District, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include such property.

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

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

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

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

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

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

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

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

INTRODUCED on this the 18th day of November 2024.

ADOPTED on this the 18th day of November 2024.

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

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

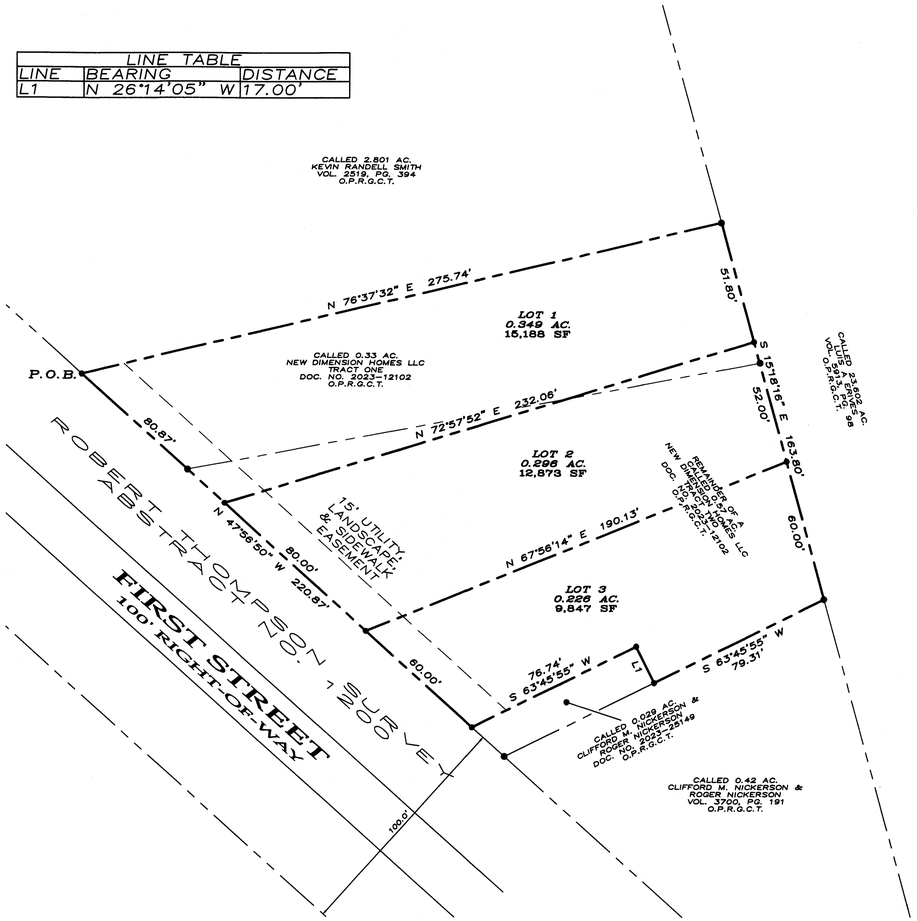
APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN PITTMAN, CITY ATTORNEY

EXHIBIT A

JOB NO. 23080832
FW: ASU – DFT: BH

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 26°14'05" W	17.00'



LEGEND

●	1/2" STEEL ROD SET
●	1/2" STEEL ROD FOUND
———	BOUNDARY LINE
———	PROPERTY LINE
— — —	EASEMENT LINE

~ GENERAL NOTES ~

1. Water Supply to be provided by the City of Sherman.
2. Sewer Service to be provided by the City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or drainage easements for the control of erosion.
7. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
8. The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
9. Bearings are based on the City of Sherman Control Monument Network.
10. The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.
11. The subject property does not lis within a Federal Emergency Management Agency (FEMA) designated flood plain as shown by Firm Map No. 48181C 0405 G, effective date September 1, 2022.

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of Robert Thompson Survey, Abstract No. 1200, and being all of a called 0.33 acre tract of land described as Tract One in the deed to New Dimension Homes LLC, recorded in Document No. 2023-12102, Official Public Records, Grayson County, Texas, and the remaining portion of a called 0.57 acre tract of land described as Tract Two in said deed to New Dimension Homes LLC, and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod set for the northwest corner of said 0.33 acre tract, common to the southwest corner of a called 2.801 acre tract of land described in the deed to Kevin Randell Smith, recorded in Volume 2519, Page 394, said Official Public Records, and on the northeasterly right-of-way line of First Street;

Thence North 76°37'32" East, with the northerly line of said 0.33 acre tract, and with the southerly line of said 2.801 acre tract, a distance of 275.74 feet to a 1/2" steel rod found for the northeast corner of said 0.33 acre tract, and on the westerly line of a called 23.602 acre tract of land described in the deed to Luis A. Erives, recorded in Volume 5913, Page 98, said Official Public Records;

Thence South 15°18'16" East, with the easterly line of said 0.33 acre tract, and with the westerly line of said 23.602 acre tract, passing en route at a distance of 61.00 feet a found 1/2" steel rod, and continuing on said course, with the easterly line of aforesaid 0.57 acre tract, a total distance of 163.80 feet to a 1/2" steel rod found for the southeast corner of said 0.57 acre tract, common to the northerly corner of a called 0.42 acre tract of land described in the deed to Clifford M. Nickerson and Roger Nickerson, recorded in Volume 3700, Page 191, said Official Public Records;

Thence South 63°45'55" West, with the southeasterly line of said 0.57 acre tract, and with the northwesterly line of said 0.42 acre tract, a distance of 79.31 feet to a 1/2" steel rod set for the easterly corner of a called 0.029 acre tract of land described in the deed to Clifford M. Nickerson and Roger Nickerson, recorded in Document No. 2023-25149, said Official Public Records;

Thence North 26°14'05" West, crossing said 0.57 acre tract, with the northeasterly line of said 0.029 acre tract, a distance of 17.00 feet to a 1/2" steel rod set for the northerly corner of said 0.029 acre tract;

Thence South 63°45'55" West, continuing across said 0.57 acre tract, with the northwesterly line of said 0.029 acre tract, a distance of 76.74 feet to a 1/2" steel rod set for the westerly corner of said 0.029 acre tract, and on the southwesterly line of said 0.57 acre tract, and on the northeasterly right-of-way line of aforesaid First Street;

Thence North 47°56'50" West, with the southwesterly line of said 0.57 acre tract, and with the northeasterly right-of-way line of said First Street, passing en route at a distance of 161.02 feet a 1/2" steel rod found for the northwest corner of said 0.57 acre tract, and continuing on said course, with the southwesterly line of aforesaid 0.33 acre tract, a total distance of 220.87 feet to the Point of Beginning and containing 0.870 acres (37,908 square feet) of land, more or less.

Not Required

[redacted]

ACCEPTANCE

Certificate of approval by the city planning and zoning commission Approved this 15th day of October 2023, by the City Planning and Zoning Commission of the City of Sherman, Texas.

Chairman

Secretary

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

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

WITNESS MY HAND this 25th day of October, 2023.

CARLOS ALVARADO
NEW DIMENSION HOMES LLC

STATE OF TEXAS
COUNTY OF ~~Grayson~~ Dallas

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of October, 2023.

Notary Public in and for
the State of Texas
Commission Expires: Dec 11 2025

JESUS MICHAEL QUINTERO
ID #131376143
My Commission Expires
December 11, 2025

AVIGATION RELEASE

THE STATE OF TEXAS
COUNTY OF GRAYSON

WHEREAS, NEW DIMENSION HOMES LLC, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as ALVARADO ESTATES, an addition to the City of Sherman, Grayson County, Texas.

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

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

EXECUTED THIS 25 DAY OF October, 2023

BY: NEW DIMENSION HOMES LLC

CARLOS ALVARADO

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

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

Douglas W. Underwood
Registered Professional
Land Surveyor, No. 4709

10/26/23
Date

STATE OF TEXAS
REGISTERED
DOUGLAS W. UNDERWOOD
4709
PROFESSIONAL
LAND SURVEYOR

Filed for Record
in the Official Records Of:
Grayson County Clerk
On: 11/2/2023 2:56:23 PM
In the PLAT Records
ALVARADO ESTATE
Doc Number: 2023-239
Number of Pages: 1
Amount: 43.00
Order#: 20231102000128
By: KP

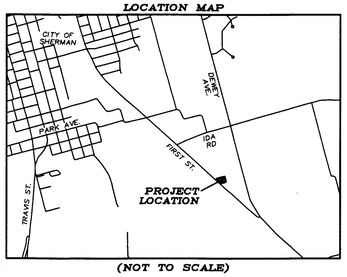
GRAYSON COUNTY, TEXAS

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

GRAPHIC SCALE

30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

LOCATION MAP



(NOT TO SCALE)

FINAL PLAT
ALVARADO ESTATES

Being a part of the ROBERT THOMPSON Survey,
Abstract Number 1200
Being in the City of Sherman
Grayson County, Texas
Containing 0.870 acres of land

08-08-2023

OWNERS/DEVELOPER
NEW DIMENSION HOMES LLC
111 W. CLARENDON DRIVE
DALLAS, TX 75208

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

SHEET 1 OF 1

dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
2901, 2909, 2913 S FIRST ST

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W E
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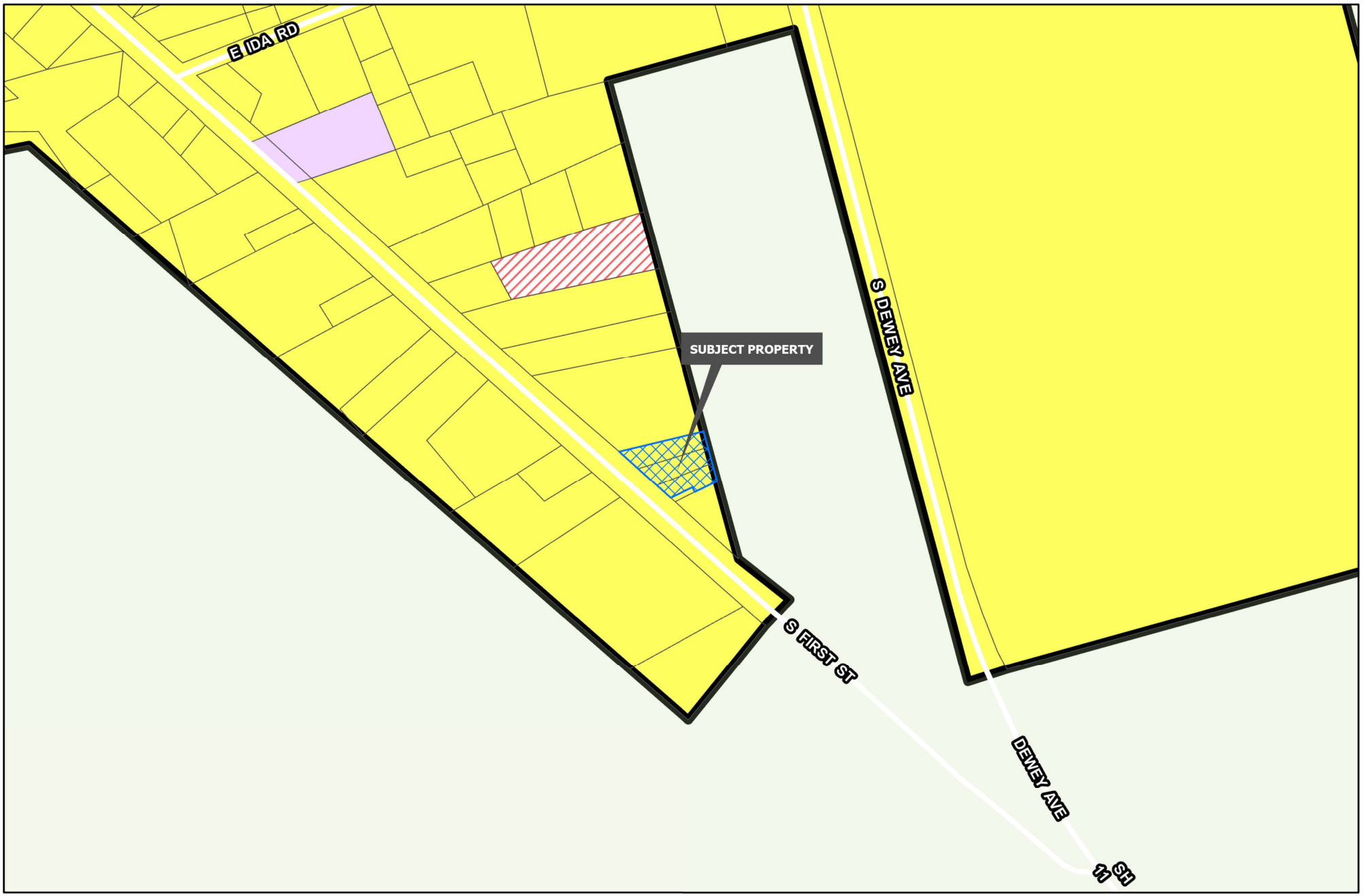
Date: 8/27/2024 9:56 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

Road Names All

Planning & Zoning

CITY OF SHERMAN
ZONING MAP
2901, 2909, 2913 S FIRST ST

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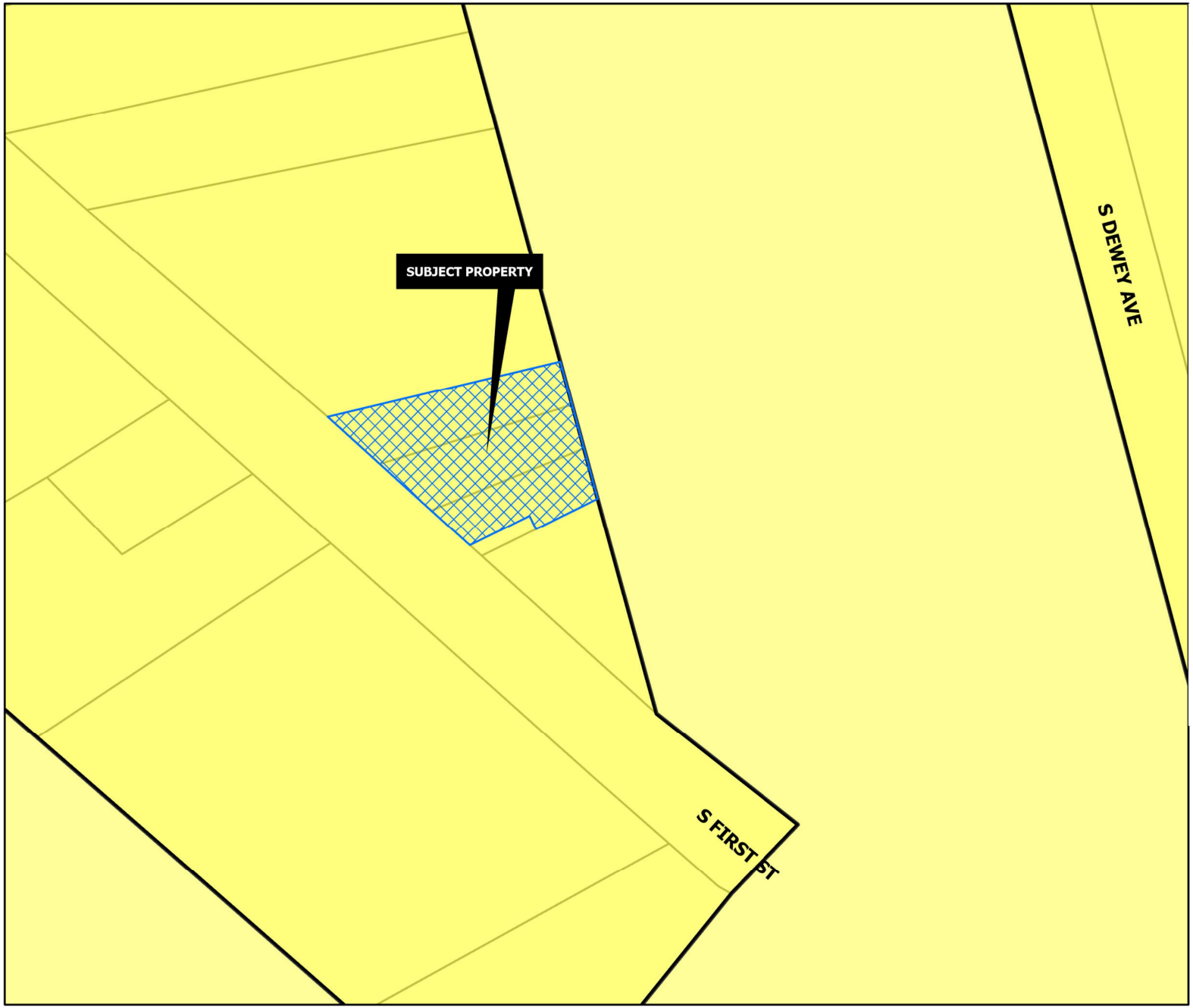
S

Date: 4/27/2021 5:54:12 PM



SUBURBAN NEIGHBORHOOD

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

N
W E
S

CITY OF SHERMAN
FUTURE LAND USE MAP
2901, 2909, 2913 S FIRST ST

Date: 8/27/2024 5:57 PM

Marlow, Lauren

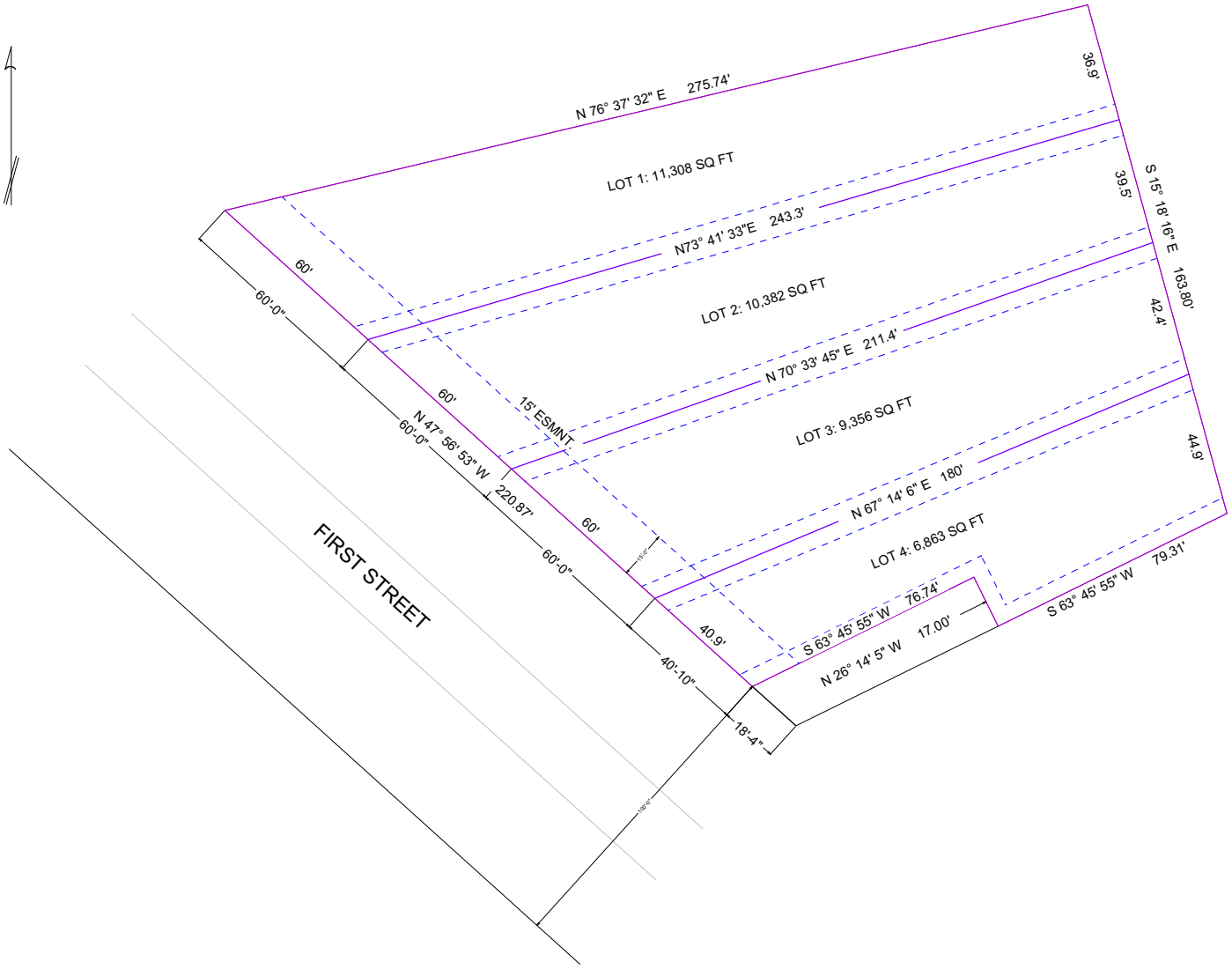
From: laurenm@cityofsherman.com
To: Jay Peskuski
Subject: RE: Updated Narrative_2901, 2909, & 2913 S First Street

From: Jay Peskuski
Sent: Thursday, September 5, 2024 9:35 AM
To: Turner, Kerri
Subject: Updated Narrative_2901, 2909, & 2913 S First Street

Hi Kerri - Please see updated/expanded narrative for the rezone request for - **2901, 2909, & 2913 S First Street** - below. Thanks!!

In consideration of the rezone request/application for these properties we ask that the following be taken into account. These properties, when divided up as we have proposed will still greatly exceed the minimum lot area required for the existing r-6 zoning. Current zoning will require a minimum of 6,000 sqft per lot, and the proposed direction would have the average between the 4 proposed properties at 9,477 sqft. We would have the frontage for 3 of the 4 lots meeting the minimum width of the current r-6 zoning of 60ft, with only one property not meeting this with the frontage dimension. The depth of these lots more than double the minimum for the current zoning (100ft required, average depth of the proposed properties is 213ft). In short, these are large properties, and we propose to keep them as large properties. We are not seeking to break these up as small as we can. They still meet/exceed the existing r-6 zoning by most of the required minimums. Additionally, it is out intention to develop these propeties with all unique, single-family homes, exceeding 2,000 sqft of AC/living space per residence. We appreciate your consideration. Thank you.

Jay Peskuski



SITE PLAN

SCALE: 1" = 16'

PROJECT NO.
2901

DATE:
8/7/2024

PDF

PESKUSKI DESIGN FIRM

DALLAS, TEXAS

P: 469.682.8956
F: 972.279.0238
E: JP@JPDFIRM.COM

NO. DESCRIPTION DATE

PROJECT INFO:
2901, 2909, & 2913 S FIRST ST
LOT 1, 2, & 3 , ABSTRACT NO 1200
SHERMAN, TX
GRAYSON COUNTY

SHEET NO:
A-0

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.1.

Meeting Date: 11/18/2024

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Robby Hefton, City Manager

Caption:
RESOLUTION NO. 7432
Adopting a Public Improvement District Policy, Municipal Utility District Policy and Tax Increment Reinvestment Zone Policy for the City of Sherman

Issue:
To adopt a Public Improvement District Policy, Municipal Utility District Policy and Tax Increment Reinvestment Zone Policy.

Background:
At the September 3, 2024 City Council meeting, Juston Dobbs, Josh Stevenson and Shawn Teamann were appointed to a Special Districts Subcommittee to develop policies to aid decision-making when it comes to approving Public Improvement Districts ("PID"), Municipal Utility Districts ("MUD"), and Tax Increment Reinvestment Zones ("TIRZ"). The subcommittee met on October 17 and recommends Council adoption of the attached policies.

The policies provide guidance for the City to use when considering whether the creation of one of these special districts is in the best interest of the City. Whereas PID and MUD creation will be initiated by an outside party, typically a developer, TIRZ creation will be a city-driven initiative. To receive approval for PID or MUD creation or for funding from a TIRZ, the applicant will submit an application with project information, and a self-disclosure statement with applicant information to facilitate the City's due diligence on the project and the applicant. The policies do not obligate the City to approve any special district or funding.

Origination:
Special Districts Subcommittee

Financial Consideration:
There is no cost to adopting these policies.

Staff Recommendation:
Staff recommends adoption of the three policies.

Alternatives:
The Council could suggest changes or decline to adopt one or more of the policies.

Attachments:

1. Resolution No. 7432
2. PID Policy Clean 2024-10-24 (ID 425683)
3. TIRZ Policy Clean 2024-10-24 (ID 425684)
4. MUD Policy Clean 2024-10-24 (ID 425685)

RESOLUTION NO. 7432

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING A PUBLIC IMPROVEMENT DISTRICT POLICY, MUNICIPAL UTILITY DISTRICT POLICY, AND A TAX INCREMENT REINVESTMENT ZONE POLICY FOR THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, City policies are used to provide the City Council guidance on whether the creation of a special district, or funding for a special district, is in the best interest of the City; and

WHEREAS, the City of Sherman Special District Subcommittee has developed a Public Improvement District Policy, a Municipal Utility District Policy, and a Tax Increment Reinvestment Zone Policy which meets these goals;

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

SECTION 1. That all prior Public Improvement District Policy, a Municipal Utility District Policy, and a Tax Increment Reinvestment Zone Policy of the City of Sherman are hereby revoked in their entirety.

SECTION 2. That the City of Sherman Public Improvement District Policy, a Municipal Utility District Policy, and a Tax Increment Reinvestment Zone Policy, attached hereto and made a part hereof for all purposes, is hereby adopted and shall now and hereafter govern the Special District activity of the City of Sherman.

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 18th day of November 2024.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____

LINDA ASHBY, CITY CLERK **SHAWN TEAMANN, MAYOR**

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

BY: _____

RYAN D. PITTMAN, CITY ATTORNEY

City of Sherman
Public Improvement District Policy

General

A Public Improvement District ("PID") in accordance with Texas Local Government Code Chapter 372 ("Act"), provides the City of Sherman ("City") an economic development and community enhancement tool that finances the costs of qualified public improvements that confer a special benefit for a definable part of the City and/or its extraterritorial jurisdiction. Proceeds from assessments and/or PID bonds can be used to finance capital costs of public improvements or enhancements of public improvements which would not otherwise be constructed or provided. PIDs allow the costs of public improvements to be borne by those who receive special benefits from the improvements or services. Proceeds of PID bonds may only be used to pay for public improvements that will ultimately be owned and controlled by the City or another political subdivision. Proceeds from assessments may also be used for special supplemental services for improvement and promotion of the PID, including maintenance of PID projects.

A PID is comprised of a defined area of properties whose owners have petitioned the City to form a PID or the City may create a PID. The City Council creates a PID by adoption of a resolution after a public hearing. Notice of the public hearing must be published and mailed to all property owners in the proposed PID, as required by the Act. In the petition, the property owners request the City to levy assessments on property within the PID in order to fund enhanced services and/or improvements within the PID. The PID must demonstrate that it confers a special benefit to the property within the PID and promotes the interests of the City.

Creation and Considerations

The purpose of this policy is to outline the policies and procedures the City will use to consider whether creation of a PID, the levy of PID assessments, issuance of PID bonds, information disclosure to property owners, and determination of annual plans, budgets, and assessments are in the best interests of the City or its ETJ. This policy outlines the items needed to be addressed by the property owners seeking the creation of a PID ("Petitioner") before the City Council can support the authorization of the PID. Any requests for adjustments, exceptions, or waivers to this policy must be reviewed and approved by the City.

A PID is created by petition of the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property and constitute 50 percent of all record owners of property liable for assessment. The City will determine the advisability of the proposed improvement and compliance with the Act and the feasibility and desirability of the improvements, and any other steps it deems necessary. The next step is a public hearing. The City Council has six months from the hearing date to make a finding, by resolution as to the improvements and create the district.

To be considered for City Council approval, the improvements supported by the PID must meet the following requirements:

1. A PID may be created and utilized to construct qualified public improvements and/or reimburse a developer's actual and documented costs of standard infrastructure with a strong preference for promoting enhanced infrastructure and improvements to serve the development.
2. The City may initiate creation of a public improvement district for the purposes of:
    a. Improving a body of water or a street;
    b. Draining, grading, filling, and otherwise protecting and improving the territory within the City limits;
    c. Issuing bonds to finance improvements in 2.a. and 2.b. and any other improvements allowed under Chapter 372, Subchapter A.
3. Actual construction of an improvement may not begin until after the twentieth (20th) day after such resolution is adopted.
4. PIDs must be self-sufficient and fund any costs incurred by the City associated with the formation of the PID, bond issuance costs, PID administration, the construction of PID improvements and other PID related costs.
5. PIDs for new residential developments must contain a minimum of 300 dwelling units.
6. Priority will be given to PID developments which:
    a. Generate economic and superior development benefits to the City beyond the project and what normal development would generate.
    b. Have the support of 100% of the landowners within a PID.
    c. Provide for improvements in the public right of way (e.g., entryways. landscaping, fountains, specialty lighting, art, decorative and landscaped streets and sidewalks, bike lanes, multi-use trails, signage)
    d. Meet community needs (e.g., enhanced drainage improvements, parks and off-street public parking facilities, pedestrian connectivity, wastewater and/or water on or off-site improvements) including without limitation development’s pro-rata share of the of regional public facilities and services.
    e. Enhance the City’s Comprehensive Plan, Master Thoroughfare Plan, Capital Improvement Plan, and Parks and Trails Master Plan.
    f. If the property is within the ETJ, the property owners have successfully petitioned for voluntary annexation.
    g. Exceed development requirements of the City; in particular, enhanced architectural standards, enhanced landscaping, enhanced amenities, and provide for superior design of lots or buildings.
    h. Protect and preserve natural amenities and environmental assets such as lakes, trees, creeks, ponds, floodplains, slopes, hills, and wildlife habitats.
    i. Protect and preserve existing historical buildings, features or places and preserve the community amenities or features that would otherwise be a special benefit to the community.
    j. Does not overlap the boundaries of another PID.
    k. Meet other housing objectives or goals such as developments that include senior housing, workforce housing or veterans’ housing.
    l. Any other City Council objective.
7. A PID's budget shall include sufficient funds to pay for all costs including but not limited to all administrative and/or operational costs associated with the administration, management, audit, disclosure and reporting of the PID.

8. Any requested adjustments and or deviations from the terms and conditions of the City's PID Policy shall be clearly requested and explained in, or submitted prior to or with, the PID petition for that PID.
9. Developers may be required to pay the assessments for land located in a PID owned by a religious institution.
10. The City reserves the right and shall select and retain the services of any professionals and/or consultants in association with the creation and administering of the PID including but not limited to financial advisor, bond counsel, underwriter, trustee, PID administrator, and appraiser.
11. The City Council will not take any action to commence the creation of a PID or other related development district prior to the approval of a final development agreement governing the development in question. A development agreement is a contract between the City and the developer and/or owner(s) of the property comprising a PID. Before the City may enter into a contract, the City must receive a disclosure of interested parties in accordance with Section 2252.908 of the Texas Government Code and rules adopted by the Texas Ethics Commission (Referenced: Form 1295) https://www.ethics.state.tx.us/filinginfo/1295/
12. Developer will dissolve or agree to not create any other special districts that may overlay the PID; including but not limited to Municipal Utility Districts and Water Control and Improvement Districts. Tax Increment Reinvestment Zones will not be used to support the PID.
13. The developer or landowner will require as part of the sales agreement that all builders and purchasers of property engaged in the project use a Direct Pay Permit from the State of Texas for the remittance of use tax on materials and services provided in connection with PID property.
    a. The development agreement will require the developer or landowner to include contract language in his sales agreement with builders requiring use of Direct Pay Permit from the State of Texas related to construction of PID property.
    b. Builders are responsible for obtaining and maintaining a valid Direct Pay Permit from the State of Texas.
    c. The contract between the developer or landowner and the builder shall require the builder to remit all sales and use taxes directly to the State using their Direct Pay Permit, as permitted by law.
    d. The builder agrees to maintain accurate records of all purchases and use of materials and services. The Builder shall provide the Developer with Direct Payment Use Tax Returns.
    e. Disbursements from PID revenue to the Developer will require proof of compliance with Direct Pay Permit requirements, including but not limited to copies of Direct Payment Use Tax Returns.
14. Approval of PID will not be granted until a Planned Development District has been established according to Chapter 14.02.021 of the City of Sherman’s Code of Ordinances.

Petition Requirements

Petitions requesting creation of a PID must satisfy all statutory requirements under Chapter 372 of the Texas Local Government Code. The PID petition should be substantially similar to Exhibit A. A nonrefundable application fee of $20,000 must be paid when the petition is submitted to the City.

The City may require:

1. Evidence that signatures of property owners were gathered not more than six months preceding the submittal of the petition.
2. Evidence that the petitioner's signatures meet the state law requirements, or the petition will be accompanied by a reasonable fee to cover the City's costs of signature verification.

Development Agreement

The City Council will not take any action to commence the creation of a PID or other related development district prior to the approval of a final development agreement governing the development in question.

The following shall be provided to the City prior to the preparation of a development agreement:

1. Completed PID application (Exhibit B)
2. The basic terms and conditions for creation of the PID, including the provision of special conferred benefit.
3. Indication of the estimated costs of proposed improvements, maximum assessment, maximum bond issuance, and maximum tax equivalent rate (in dollars)
4. A section that clearly identifies the benefit of the PID to the affected property owners and to the City as a whole
5. Completion of a disclosure form (Exhibit C) and the petitioner's qualifications and previous experience with real estate development, financing of the development, prior PIDs, etc.
6. A legal description of the boundaries of the proposed PID, a map of the proposed PID boundaries, and a "commonly known" description of the area to be included in the PID.
7. Description of all City-owned land within the PID as well as its proposed share of project costs
8. A current tax roll of owners in the PID
9. Any plan for phasing of both real estate development supported by the PID and construction of public improvements in the PID including a breakdown between major improvements serving large areas of or the entire PID vs. phase-specific improvements.
10. A sunset clause, and a pre-executed petition to dissolve the PID by the landowner in case the project has not met the following criteria within three (3) years:
    a. Obtained a grading permit or
    b. Construction has not commenced, or
    c. SAP not approved, and assessments aren't levied.

11. Agreement by all property owners that upon approval of a PID located in whole or in part outside the City's corporate limits, the boundaries of the PID will be immediately annexed into the City of Sherman, or under terms of a development agreement.

Fees and Professional Services Reimbursement Agreement

If the City determines it is in its best interest to establish a PID, a Professional Services Reimbursement Agreement will be entered into with the developer. The Professional Services Reimbursement Agreement will require the developer to initially deposit (escrow) funds in the amount of $50,000 to pay for city staff time and third-party consultants including, but not limited to, Bond Counsel, Financial Advisor, PID Administrator, Trustee, Underwriter, Appraiser, and Market Study Analysts. An additional $25,000 deposit will be required to be deposited by the developer when the deposit balance reaches $10,000. Certain unused balances will be returned to the developer. The developer will be eligible to be reimbursed these costs through bond proceeds or PID Assessments as applicable.

Development Standards

The City will consider petitions for PID projects that support real estate developments which confer benefits to the City to a degree that is superior to benefits typically generated by projects that do not involve PID financing.

1. The project must include improvements that enhance or implement the City's master plans, including the City's thoroughfare plan and water and wastewater plans and advance the City's trail and park plans.
2. In addition to other public improvements, any improvements that are offsite or are part of the City's master plans must obtain approval from the City Engineer prior to being included in the PID.
3. Preference will be given to high quality projects that exceed the City's subdivision requirements for overall design, building standards and amenities with enhanced landscaping and appealing architecture throughout and to projects that enhance the availability of residential and commercial options.

City Consultants

The City will independently select Bond Counsel, Financial Advisor, PID Administrator, Trustee, Market Study Analyst, Underwriter and Appraiser. The City's PID Administrator will draft the Service and Assessment Plan ("SAP") and prepare all annual updates.

Collection of Assessments

Prior to the levy of assessments, the City will enter into an agreement with Grayson County to include the annual PID assessment payments on the Grayson County Tax Bill.

Maximum Assessment

A true-up calculation is included in the City's SAP and upon filing of a final plat will ensure that the maximum assessment per Lot Type, as defined in the SAP, is not exceeded, and which may result in a mandatory prepayment from the developer.

PID Bond Issuance Requirements

In addition to other conditions set forth in a development agreement, the following performance standards and limitations shall apply to PID debt issues approved by the City:

1. A developer or landowner may request the issuance of PID bonds in advance of construction of an individual phase of a development subject to compliance with these standards. All such PID bond issues will be subject to approval of the City Council.
2. If the City Council authorizes the issuance of PID bonds, the City shall issue all such PID bonds in accordance with the protocols and procedures adhered to by the City for issuing long-term debt instruments including tax notes and bonds.
3. Each PID bond indenture will clearly state that all debt service payments for the PID bonds shall be payable solely from and secured by the pledged assessments levied against properties within the PID or funds held under a bond indenture for such purposes, and that the City will have no obligation to make debt service payments for the PID bonds from any other sources. There will be no tax pledge from the City to support PID Bonds.
4. The Developer is current on all taxes, assessments, fees, and obligations to the City and is not in default under the Development Agreement or any other agreement to which the Developer and the City are parties.
5. The maximum term of a PID assessment is not to exceed 30 years and the assessment term must equal the bond term.
6. Pursuant to the PID Act, the interest rate for assessments may exceed the interest rate of the bonds by no more than one half of one percent (0.50%). The City may allocate up to 0.50% of the interest rate component to fund a delinquency reserve, prepayment reserve, or for any other purpose authorized by the PID Act.
7. Minimum appraised value to lien ratio of 3:1
8. Any new money PID bonds issued will include a Reserve Fund in an amount equal to the maximum annual debt service on the bonds
9. All reasonable estimated costs must be identified before a decision is reached on a request to issue bonds for a PID. Costs to be identified include costs related to creating the PID; costs for construction and/or the acquisition of improvements, the maintenance and operation of improvements (if any) and PID administrative costs. A developer is solely responsible for cost overruns that exceed available PID bond proceeds.
10. No annual assessment increases once assessments are levied. Assessments for future phases will remain competitive to the original Phase and Lot Type(s) as defined in the SAP.

11. Maximum of 2 years of capitalized interest is allowed for each bond issue
12. All improvements to be funded with PID bonds must be reviewed by the City Engineer or designee, and inspected by the City Building Official, or third-party qualified designee, and built to the City's standards for public improvements prior to dedication and reimbursement.
13. The aggregate principal amount of bonds required to be issued shall not exceed an amount sufficient to fund:
    (i) the actual costs of the qualified public improvements,
    (ii) required reserves and capitalized interest during the period of construction and not more than 12 months after the completion of construction and in no event for a period greater than 2 years from the date of the initial delivery of the bonds, and
    (iii) any costs of issuance.
14. In any calendar year in which PID bonds are issued, a developer must pay the City its actual additional costs, if any, the City incurs in the issuance of its own public securities or obligations on its own taxing power of municipal revenues if the City Obligations are deemed not to qualify for the designation of qualified tax-exempt obligations as defined in section 265(b)(3) of the Internal Revenue Code as amended, as a result of the issuance of PID bonds by the City in any given year.

Financing Considerations

1. No General Obligation Bonds or Certificates of Obligation bonds will be utilized by the City to directly or indirectly pay, or guarantee payment of, PID bonds.
2. Special assessments on any given portion of the property may be adjusted in connection with subsequent bond issues as long as an agreed-upon maximum annual assessment rate is not exceeded, and the special assessments are determined in accordance with the SAP and the PID Act. Special assessments on any portion of the property will bear a direct proportionate relationship to the special benefit of the public improvements to that improvement area.
3. The City shall not be obligated to provide any funds for any improvement except from the proceeds of the PID bonds and PID assessments.
4. The cost of reviewing a developer payment request from PID bond proceeds, including City staff time and third-party consultant costs, shall be paid by the PID.
5. A PID will be responsible for payment of all the City's reasonable and customary costs and expenses including the cost of any appraisal.
6. Preliminary engineering plans, including a construction schedule, phasing of the development, land use and assumptions, PID Authorized Improvements, sources and uses of funds, and details about bond size and related financial analysis.
7. Property in the PID owned by the City shall not be subject to PID assessments. The cost of public improvements allocable to the City shall be paid by the Developer and will be considered a developer contribution. Property in the PID owned by another governmental entity may be assessed only pursuant to an interlocal agreement between the entity and the City.
8. All developers and significant landowners will provide any required continuing disclosure obligations associated with the issuance of PID bonds as required under

the respective bond indenture or any other regulatory agreement or regulatory agency. Failure to abide by continuing disclosure requirements may limit access to proceeds and/or future bond issues.

9. Developer is required to demonstrate committed capital in the form of cash deposit, proof of bank financing and/or equity capital, or letter of credit to the City with an amount confirmed by an engineer's opinion of probable cost, which represents the difference between budgeted cost to complete the public improvements assumed to be completed, including private costs to reach final lot values as established in the appraisal and the net proceeds of the PID bonds. The form of committed capital (cash deposit, letter of credit or bank/equity commitment) will be determined by the City on a case-by-case basis on advice from its Financial Advisor. Terms of the letter of credit will include: (i) an irrevocable and unconditional letter of credit issued by one or more banks satisfactory to the City and on terms and conditions satisfactory to the City to provide a funding source for the agreed upon cost of infrastructure improvements that will be constructed with funds other than bond proceeds, or (ii) any such letter of credit must name the City as the beneficiary and must be able to be drawn upon by the City to fund any obligation of the Developer to pay for a portion of the costs to the infrastructure improvements that are not being funded with the proceeds of any bonds issued by the City upon the presentation to the letter of credit provider of a properly executed draft request. An acceptable letter of credit provider will need to have a long-term rating by a nationally recognized ratings service of at least the City's credit rating or better.
10. During a material event of default by the developer under the terms of any agreement between the developer and the City relating to the PID or the property within the PID, the City shall, after providing notice and opportunity to cure, have the right to recapture reimbursements and/or terminate its obligations to the developer and capture all future assessments or reimbursements not yet funded to complete the public infrastructure subject to the applicable terms of a PID Bond Indenture.
11. All construction of improvements is subject to City review and approval and if applicable, provisions shall be made for dedication to City or to another appropriate entity.
12. Improvements to be funded by the PID are limited to those defined as Authorized Improvements under Texas Local Government Code Section 372.003(b)
13. Any trails, parks, streets, or other public amenities that are located within a gated community or otherwise inaccessible location to the general public may not be funded or reimbursed by the PID.
14. All public parks and trails must be dedicated to the City.
15. All roads must be within dedicated rights-of-ways that are conveyed to the City.
16. PID bonds will not be issued until a number of lots, as negotiated between the City and the Developer, are ready for take-down by builder.
17. PID bond proceeds will be distributed to the Developer based on the proportion of lots taken down to number of lots in the PID area financed by the PID bonds.
18. To compensate the City for the value conferred to the Developer by virtue of the establishment of a PID and issuance of PID bonds, the Developer will allocate 1% of the bond proceeds to the City for use for any City purpose.

Disclosure to Homeowners

To provide disclosure to homeowners, the City will require the petitioner to comply with the following:

1. Execute a Landowner's Agreement or similar agreement to be recorded in the official public records of Grayson County by the Developer which, among other things, will notify any prospective owner of the existence of PID assessments on the property. It shall be the Developer's and landowner's responsibility to ensure that all closing statements and sales contracts for lots with homebuilders, home purchases, etc., specify who is responsible for payment of any existing PID assessment or a pro rata share thereof.
2. Signage and information flyers in any sales centers within the PID that include:
    a. Frequently Asked Questions
    b. Total Assessment
    c. Average Annual Installment
    d. Equivalent Tax Rate
3. Homebuyer disclosure documents, as approved by the City Council, in accordance with Section 5.014 of the Texas Property Code to be signed both at contract signing and at closing with such agreements maintained on file by each homebuilder and available for inspection by the City.
4. Developer contracts with homebuilders must require the homebuilder to disclose the PID on any sales listings.

Project Criteria

In agreeing to create a PID, the City will require the following:

1. The Developer must demonstrate to the City that it has the expertise to complete the new development that the PID will support.
2. Identify all project costs, including acquisition, construction, soft costs, and applicable long-term costs. Prepare a Sources and Uses budget and project proforma detailing projected cash flows over the life of the proposed PID for public infrastructure, including other public sources, private financing, and developer equity contribution into the project.
3. The Developer must provide the City with its sources of funding for the Public Improvements not being funded by the PID.
4. The proposed development must be consistent with the entitlements on the property. All required zoning, easements for off-site infrastructure, other required land use approvals or other required permits must be in place for the development prior to the issuance of any PID bonds.
5. The Developer must provide evidence to the City that the utility service provider has sufficient capacity to provide all necessary utility services.
6. The SAP shall describe, if applicable, all City-owned land within the PID as well as its proposed share of project costs.
12. Specified assurances that the construction of improvements in the public right-of-way will be dedicated to and maintained by the City, unless otherwise stated in the PID Reimbursement Agreement or other applicable PID documentation.

13. In the sales agreement with builders, the developer will require use of a Direct Pay Permit to remit use tax on construction services and materials within the PID.

PID Administration

The City may contract with a qualified third-party company to manage and administer the PID, subject to appropriate oversight by City staff and in compliance with the Act, as amended.

If the City elects to hire a qualified third party PID administrator to administer the PID, the costs for such administration shall be paid for with PID funds. The PID administrator will be required to prepare the SAP, review and comment on all information provided by the developer, at the direction of the City attend any public hearing regarding the levy of assessments, as well as provide the Annual SAP update and present to Council for approval.

Developer Reimbursement

The developer will submit expenses for reimbursements, subject to the SAP and the approved Form of Certification for Payment attached to the Reimbursement Agreement and submit to the City or PID Administrator as directed. Once expenses have been verified, payment will be processed within the timeframe stipulated in the applicable agreements and/or PID documents.

Process

1. Developer submits Application, Self-disclosure Statement, application fee of $20,000, and supporting documents for the project.
2. In the event the Applicant requests meetings to discuss revisions, changes, or modification to the project plans after the initial plan has been accepted, the following terms shall apply:

    a. Initial Meetings: The Applicant is entitled to initial meetings, as determined by the City, at no additional cost, provided such meetings are scheduled and do not result from changes or deviations from the plan already provided to the City.
    b. Additional Meeting Fee: For each additional meeting requested by the Applicant as a result of changes, revisions, or alterations to the previously provided project plans, the Applicant shall be subject to an additional fee of $750 per meeting.
    c. Definition of an Additional Meeting: An “additional meeting” is defined as any meeting requested by the Applicant because of changes, deviations, or new requests that differ from the previously provided plans or scope of work. This includes, but is not limited to, in-person meetings, video conferences, or extended conference calls.
    d. Payment of Additional Fees: The Applicant agrees that the $750 fee per additional meeting shall be payable upon scheduling of the meeting.
    e. Waiver or Modification of Fee: The City reserves the right to waive or adjust the additional meeting fee based on the nature of the changes or revisions and overall impact on the project schedule.

3. City coordinates with PID Administrator to determine PID feasibility.
4. Developer executes a Professional Services Reimbursement Agreement with escrow.
5. Preparation of Preliminary Service and Assessment Plan.
6. Development Agreement
7. PID Petition
8. PH and ordinance on PID creation
9. Service and Assessment Plan and assessment roll are prepared.
10. Resolution approving distribution of the Preliminary Official Statement, if issuing PID bonds
11. Issuance of bonds
    a. Market Study
    b. Appraisal
    c. Bond documents preparation
    d. Marketing and closing of bond issue
12. Annual Update to SAP

Miscellaneous

1. This PID policy does not bind the City Council to approve, authorize or create a PID or take any related action. PID creation, PID bond issuance and all related matters are legislative acts solely at the discretion of the City Council.
2. Substantive requests for adjustments, exceptions, or waivers to this policy must be reviewed and approved by the City Council of the City of Sherman.
3. No public official or employee shall be personally responsible for any liability arising under or growing out of any approved PID. Any obligation or liability of the developer whatsoever that may arise at any time under the approved PID or any obligation or liability which may be incurred by the developer pursuant to any other instrument, transaction or undertaking as a result of the PID shall be satisfied out of the assets of the developer only and the City shall have no liability.

EXHIBIT A

PETITION TEMPLATE

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF SHERMAN, TEXAS FOR THE _____ PUBLIC IMPROVEMENT DISTRICT

This petition ("Petition") is submitted and filed with the City Clerk of the City of Sherman, Texas ("City"), by , a , owner of 100 percent of the real property (the "Petitioner") located within the proposed boundaries of the District, as hereinafter defined. Acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), the Petitioner requests that the City create a public improvement district (the "District"), to include property located [within the City limits of the City] [within the exterritorial jurisdiction of the City] (the "Property"), more particularly described by a metes and bounds description in Exhibit A and depicted in Exhibit B. In support of this Petition, the Petitioner would present the following:

Section 1. General Nature of the Authorized Improvements. The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District; and (viii) payment of costs associated with developing and financing the public improvements listed in.

Section 2. Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire, and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration, and operation of the District is $ .00. The City will pay none of the costs of the proposed improvements from funds other than such assessments. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.

Section 3. Boundaries of the Proposed District as shown in an Attachment.

Section 4. Proposed Method of Assessment. The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in

installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness incurred to pay the costs of those Authorized Improvements (including interest).

Section 5. Proposed Apportionment of Costs between the District and the City. The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District. No municipal property in the public improvement district shall be assessed. The Petitioner may also pay certain costs of the improvements from other funds available to the Petitioner.

Section 6. Management of the District. The Petitioner proposes that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

Section 7. The Petitioner Requests Establishment of the District. The person signing this Petition requests the establishment of the District, is duly authorized, and has the corporate authority to execute and deliver the Petition. This petition may be signed in multiple counterparts which, when taken together, shall be deemed one original.

Section 8. Advisory Board. The Petitioner proposes that the District be established and managed without the creation of an advisory board. If an advisory board is created, the Petitioner requests that a representative of the Petitioner be appointed to the advisory board.

Section 9. Landowner(s). This Petition has been signed by (1) the owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute fifty percent (50%) of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal.

Section 10. The Petition is filed with the City Clerk in support of the creation of the District by the City Council. The undersigned request that the City Council of the City of Sherman call a public hearing on the advisability of the Authorized Improvements, give notice thereof as provided by law and grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioner may show itself to be entitled. With respect to community property, the City may accept the signature of a spouse as a representation of both spouses that they support the creation or renewal of the PID absent a separate property agreement. However, if City staff is made aware of any disagreement among owners of community property, those petitions will not be counted.

Section 11.

This petition expires and the PID will be dissolved by the landowner if the project has not met the following criteria within three (3) years:

a. Obtained a grading permit or

b. Construction has not commenced, or
c. SAP not approved, and assessments aren't levied.

RESPECTFULLY SUBMITTED, on this day of .

OWNER: , a Texas

By: [Company Name] By [Name]

EXHIBIT B

Public Improvement District Application

Normal Staff Review Time is 60 – 90 Days From Submission of a Complete Application.

Do Not Leave Blank Spaces, Fill Application to Completion.

Part 1 – PROPOSED PROJECT

1. Project Name:

2. Brief Explanation of the Project:

3. Full project Site Address (Include City Council District):

4. Tax Increment Reinvestment Zone, if in an existing Zone (TIRZ Name/Number):
5. Grayson County Appraisal District Information (use additional pages as needed)
   a. Property ID #(s):
   b. Geographic ID # (s):
   c. Legal Description(s):
   d. Current Land Assessed Value by parcel:
   e. Current Improvement Assessed Value by parcel:
6. Does Applicant Have Site Control of Proposed Project?

   If Yes, Provide Proof/ If No, State Plan to Gain Site Control:

7. Project Site Size in Acres:
8. Projected Project Start Date:

9. Projected Project Completion Date:
10. Residential Housing Units Project will Create: Include # of Units, SF, MF, Rents:
    a. Rental - # of Units w/Unit Mix:
    b. Rent Range:
    c. Affordable Housing Units:
    d. Market Rate:
    e. For Sale - # of Affordable Units:
    f. For Sale - # of Market Rate Unit:
11. Commercial Space Project will Create:
    a. Retail Space – Sq.Ft. :
    b. Retail Rental Price/Sq. Ft.:
    c. Office Space – Sq. Ft. :
    d. Office Rental Price/Sq. Ft.:
    e. Other Space – Sq. Ft. :
    f. Other Space Rental Price/Sq. Ft.:
    g. Type of Other Space:
12. Estimated Number of New Jobs to be Created, if Any (Indicate How Many Are PT and FT):

13. Estimated Value of Property/Project Site at Completion:

14. Current Zoning for the Project:
    a. Will the proposed project require any changes or variances to current zoning If yes, what zoning is required?
    b. If a zoning change is required, has applicant started the rezoning process?
        i. When was application made?
        ii. Planned date to submit rezoning application?
15. Project Type (indicate all that apply)
    a. Affordable Housing
    b. Student Housing
    c. Mixed Income Housing
    d. Market Rate Housing
    e. Mixed Use Commercial

f. Office
g. Industrial
h. Historic Rehabilitation
i. Brownfield Redevelopment
j. Adaptive Reuse
k. Other, List:

16. On a separate sheet of paper, please address the following:
    a. Provide an executive summary / overview of your proposed project.
    b. Explain if the project complements or supports other programs and/or initiatives to bring private investment and jobs to the city. If so, please list and/or describe.
    c. Describe how the proposed project meets the goals established in the city's comprehensive plan - https://www.ci.sherman.tx.us/1227/comprehensive-plan
17. Provide a site plan and architectural rendering for the proposed project.

Part 2 – FUNDING INFORMATION

Note: Failure to fully and truthfully disclose the information required on this section may result in the disqualification of your application from consideration or termination of the development agreement.

18. Please provide the following funding information:
    a. Total Cost of Project: $
    b. Public Improvements: $
    c. Private Improvements: $
    d. Amount of Funding Requested (Gap): $
    e. Indicate when the funds will be initially required (month/year):
    f. Has financing for the proposed project been secured?

       If "yes", provide evidence of lending commitments and financing sources.

       If "no", please provide an explanation:

19. Has this project applied for any other incentives through other entities, such as Sherman Economic Development Corporation, the State of Texas, or any other City department?

If “Yes”, identify and provide copies of agreements:

20. Attach a detailed sources and uses budget for the proposed project. The budget must outline all sources of funding (committed, received and/or requested) and the proposed uses of funding (expenses).
21. Provide a detailed project proforma.
22. Provide a copy of your organization’s most recent audited financial statement.

EXHIBIT C

CITY OF SHERMAN, TEXAS INCENTIVE POLICY

SELF-DISCLOSURE STATEMENT

It is the intention of the City of Sherman to conduct certain due diligence as it continues negotiations with _____ ("Developer") relating to possible incentives to be provided by the City to such person or entity for economic or community development purposes (the "Project"). Please answer each of the following questions completely, thoroughly, and truthfully, to the best of your knowledge:

GENERAL INFORMATION

1. Applicant Information:

   Applicant Name (Business Name or Individual Names):

   Individual Street Address:

   City: State: Zip Code:

   Business Street Address:

   City: State: Zip Code:

   Primary Point of Contact:

   Telephone No.: Other No.:

   Email Address:

   Website Address:

2. Business Structure (Sole Proprietorship, Partnership, Joint Venture, etc.):
3. State of Business Organization: Year Business Entity Established:
   Number of Years in Business Under Business Entity Name:
4. Federal Employer Identification Number:
5. Texas Comptroller's Taxpayer Number (NOTE: This 11-digit Number Is Also Referred to as the Comptroller's TIN or TID):

6. DUNS Number (If Applicable):
7. Printed Name of Contract Signatory:
   Position Title:
8. Annual Revenue: $
9. Total Number of Employees:
10. List Related Companies or Subsidiaries:

11. Is Applicant Authorized and/or Licensed to do Business in Texas?

12. Local/County Operation:

    a. Does the Applicant Have an Office Located in Sherman, Texas?
    b. If yes, how long has the Applicant Conducted Business from its Sherman Office?
    c. State the Number of Full-Time Employees at the Sherman Office:

13. Has the Applicant or any of its Principals been Debarred or Suspended from Contracting with any Public Entity?

    a. If “Yes”, Identify the Public Entity and the Name and Current Phone Number of a Representative of the Public Entity Familiar with the Debarment or Suspension, and State the Reason for or Circumstances Surrounding the Debarment or Suspension, including, but not Limited to the Period of Time for Such Debarment or Suspension.

14. Has the Applicant ever Received any Disciplinary Action, or any Pending Disciplinary Action, from any Regulatory Bodies or Professional Organizations?

    a. If “Yes”, State the Name of the Regulatory Body or Professional Organization, Date and Reason for the Disciplinary or Impending Disciplinary Action.

15. Who are the principals and key personnel involved in the Project?

16. Please provide the Developer’s (1) complete legal name, (2) date of birth, (3) home address (primary residence), and for each of its principals, management, partners, and affiliates of each entity involved with or affiliated with Developer in seeking the Project

(NOTE: For the purposes of this questionnaire, the term “Developer” also includes: (1) the landowners that are the subject of item 18 below; and (2) LIST OTHER AFFILIATED PARTIES).

17. Please describe the role that each Developer entity/principal/management/partner/affiliate referenced above has or will have in the Project.

    a. Have any of the Developer entities/principals/management/partners/affiliates referenced above previously been involved in developing projects similar to the Project? If so, list each such project and each jurisdiction (City or County) where this has occurred.

    b. Are there any conflicts of interest amongst the Developer entities/principals/management/partners/affiliates or between any of them and the City or their respective officers, officials, employees, representative, or agents, with respect to the development involving the Developer, affiliates of the Developer, or principals of the Developer? If yes, please describe.

18. Please list all landowners of the property or buildings proposed to comprise the Project. Are there plans to transfer any land in the Project? If so, to what persons/entities and when will the transaction(s) occur.
    a. Has the Developer or landowner(s), or principal or person or entity owning an interest in the Developer or landowner(s), or any affiliate of the Developer or landowner(s):

        i. Been charged or convicted of a felony or misdemeanor or otherwise been subject to an investigation, inquiry, or order by the SEC, the IRS, or any other federal or state agency?

If YES, provide information.

ii. Been delinquent or in default on any loans, lines of credit or other obligation related to the development of other projects, including without limitation the payment of assessments securing bonds issued by a public improvement district or a similar issuer?
If YES, provide information.

iii. Been in default in connection with any incentive agreement, development agreement, subdivision improvement agreement, capital improvements agreement, completion guarantee/agreement, take-down agreement, or similar agreement related to the development of real property or any other project?

If YES, provide information.

iv. Been a party to a lawsuit in which it was alleged that they or another party were in default or otherwise breached any incentive agreement, development agreement, subdivision improvement agreement, capital improvements agreement, completion guarantee/agreement, take-down agreement, or similar agreement related to the development of real property or any other project?
If YES, provide information.

v. Filed for bankruptcy, an assignment for the benefit of creditors, been declared bankrupt or insolvent under either a state or federal proceeding?

If YES, specify date and location of court where bankruptcy or other action took place.

vi. Been the party to any lawsuit or claim regarding any project or related property?
If YES, please attach a copy of the complaint/petition, or if unavailable, please list the court in which the action is pending and the case number, or if the claim or action has not yet been filed, please attach all documents summarizing the claim or action.

b. Is there any other material litigation, threatened or actual, affecting the Developer whether or not related to the Project?
If YES, please attach a copy of the complaint/petition, demand/threat and/or the court in which the action is pending and the case number, or if the claim or action has not yet been filed, please attach all documents summarizing the claim or action.

c. Are there any other foreseeable circumstances not described above that could prevent or significantly delay, hinder or negatively affect the proposed development of the Project?

d. Has either landowner(s), or the Developer ever failed to pay any portion of property taxes or assessments on time, contested any property taxes or assessments or refused or been unable to pay any property taxes or assessments?

19. Please provide any other information and/or documentation that may be considered material to the Project, or the Developer, its affiliates or principals, necessary to provide potential investors with a full understanding of the Project, the proposed financing and the Developer's creditworthiness.

20. Provide a list of other projects developed by the Developer.

21. Provide the most recent Balance Sheet and Income Statement for the entity, or provide by type, amount of liquid assets and amount of entity equity.

22. Provide notarized signature page below for each person identified in Question 1 above.
    a. If an entity enters into an agreement with the City regarding the Project or property therein, a Form 1295 with need to be filed with the Texas Ethics Commission in accordance with Texas Gov't Code § 2252.908 "Disclosure of Interested Parties". Please provide the City with all of the information that would be required to fill out the attached Form 1295 (other than actual signatures) and submit to the City as part of this due diligence inquiry.

23. I, the undersigned, hereby solemnly swear that the information contained in the above self- disclosure statement is complete and correct to the best of my knowledge. I hereby authorize the City of Sherman, Texas and its designated agents, attorneys and representatives to conduct a comprehensive review of my background. I understand that the scope of the review may include but is not limited to the following areas: verification of current and previous residences; employment history; education background; character references; civil and criminal history records from any criminal justice agency in any or all federal, state, county jurisdictions; driving records; and any other public records.

24. I further authorize any individual, company, firm, corporation, or public agency (including law enforcement agencies) to divulge any and all information, verbal or written, pertaining to me, to the City of Sherman, Texas or its agents or attorneys. I further authorize the complete release of any records or data pertaining to me which the individual, company, firm, corporation, or public agency may have, to include information or data received from other sources.

25. I hereby release the City of Sherman, Texas, and its agents, officials, representative, or assigned agencies, including officers, employees, attorneys, or related personnel both individually and collectively, from any and all liability for damages of whatever kind, which may, at any time result to me, my heirs, family, or associates because of compliance with this authorization and request to release.

DEVELOPER:

By: Name:

Title:

STATE OF TEXAS

GRAYSON COUNTY

This instrument was acknowledged before me, on the _____ day of _____, 20____, by _____, of _____, a _____, on behalf of said _____.

_____

Notary Public in and for the State of Texas

[SEAL]

EXHIBIT D

FORM 1295

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Must file online at www.ethics.state.tx.us/File

City of Sherman
Tax Increment Reinvestment Zone Policy

General

Tax Increment Reinvestment Zones are an economic development tool granted under the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code. The TIF Act Authorizes the governing body of a municipality or a county to promote reinvestment in and redevelopment of a contiguous geographic area by designating it a Tax Increment Reinvestment Zone (TIRZ).

The intent of this policy is to provide direction to City of Sherman ("City") staff and interested parties regarding the development, establishment, and use of Tax Increment Reinvestment Zones within the City. The City initiates and establishes a TIRZ to incentivize private investment to an area by building needed public infrastructure in areas lacking adequate development to attract business, encouraging development and/or redevelopment of blighted areas, and reducing the cost of private development by providing reimbursement for eligible public improvements. Developer and landowners may apply for funding from the revenue generated within an established TIRZ. The approval of a Funding Application is at the City Council's discretion with priority given to the most highly desirable projects.

Creation and Considerations

The City views the establishment of TIRZs as a tool for economic development through the investment of future tax revenues in public improvements that directly support the revitalization and growth of areas of strategic value to the City, in accordance with the City's comprehensive plan. In cooperation with other taxing entities, non-profits, and the private sector, the City uses TIRZs to concentrate public resources for maximum impact, entice catalyst projects to an area, and to accelerate the improvement of market conditions to support development that would not otherwise occur in the area or within a desired timespan. The City's use of TIRZ revenue supports efforts to increase the tax base, attracts private investment, addresses public infrastructure challenges, and provides a strong foundation that the market can build on to generate quality development and support a vibrant economy. The reinvestment of new tax revenues in public improvements through TIRZs and the resulting attraction of new private investment allow the TIRZs to become more valuable contributors to the City's tax base.

1. In creating a TIRZ, City staff must ensure that each TIRZ meets all of the applicable criteria set forth in Section 311 of Texas Tax Code Section, as amended, and any other applicable law.

2. In addition to the statutory criteria, City staff must also ensure that each TIRZ meets the following criteria:
    a. "But for" the dedicated funds from a TIRZ, development or redevelopment to revitalize the TIRZ would not occur;
    b. Use of a TIRZ is an appropriate incentive tool to recruit or relocate a catalyst project worthy of public investment as determined by the City;

c. The area proposed for designation as a TIRZ is projected to increase in real property taxable value within the first five (5) years following establishment;
d. TIRZ is expected to support development or revitalization within the TIRZ boundaries across multiple properties of separate ownership; and
e. The TIRZ is expected to support and encourage development that will have a positive net fiscal impact on the City, as a whole.

3. City staff will undertake an economic analysis and risk assessment of each proposed TIRZ before arriving at a recommendation to the City Council as to whether the TIRZ should be created. The analysis, assessment, and recommendation will be based on following, including but not limited to:
    a. Preferred purposes of the TIRZ are as follows:

        i. Removing barriers to development, such as the need for creation, reconstruction, or re-sizing of street, water, sewer, drainage, utility infrastructure; or clean-up of environmental issues;
        ii. Providing for a catalytic center point for the revitalization of a multi-block area or commercial corridor, such as enhanced civic spaces capable of anchoring activity in the zone, prompting adjacent development, etc.;
        iii. Supporting infill development;
        iv. Protecting existing community assets, such as historic buildings, while supporting compatible new development; or
        v. Providing a future funding stream that will support economic development incentives when certain objectives are met.

    b. Proposed public improvements to be constructed
    c. Development anticipated to occur earlier than it would otherwise
    d. Revitalization of the zone and the surrounding area
    e. Impact on the City's general fund
    f. Estimated amount of tax dollars generated by the TIRZ above that which would be generated without it
    g. County participation
    h. Risks and opportunity costs associated with creation of the TIRZ
    i. Ability of TIRZ to recruit a catalyst, an anchor private project, and other private investment to the zone
    j. Likelihood the area will develop without being designated as a TIRZ
    k. Creation of the TIRZ will not supplant existing economic development tools that are more appropriate to the development conditions within the proposed zone
    l. Substantially reduces slum or blighted conditions

4. The City will not issue Tax Increment bonds, as defined by Tax Code 311.105, to pay for project costs.

TIRZ ADMINISTRATION

1. Through the creation ordinance of a TIRZ, the City Council will restrict powers granted to the board in 311.008.

2. The City Council will appoint the Chair of each TIRZ Board on an annual basis.

3. Non-City TIRZ participants, such as the County, may elect to designate a proxy for a TIRZ Board member that has been appointed by that participant. The proxy will have all of the powers and responsibilities of a duly appointed TIRZ Board member, including voting authority. TIRZ Board member proxies should be identified by the participant in writing

prior to any TIRZ Board meeting at which the proxy is to serve on behalf of the appointed TIRZ Board member.

4. TIRZ Board meetings must be conducted in accordance with the Texas Open Meetings Act (Ch. 551 State Government Code) and other applicable law.

TIRZ TERM

1. Initial Term. The initial term of any newly created TIRZ may not exceed 31 years (30 years of tax increment collection).

2. Termination Date. As prescribed in Chapter 311.017 of the Texas Tax Code, each TIRZ shall terminate on the earlier of:
    a. The termination date designated in the ordinance or order, as applicable, designating the zone or an earlier, or later termination date designated by an ordinance adopted subsequent to the ordinance or order creating the TIRZ; or
    b. The date on which all project costs, tax increment bonds and interest on those bonds, and other obligations have been paid in full.

3. Upon termination of any TIRZ, all funds payable to the remaining taxing entities participating in the TIRZ will be distributed by the City back to the respective taxing entities.

PARTICIPATION

1. City participation in any TIRZ will be limited to fifty percent (50%) of the City's Maintenance and Operations property tax rate on incremental property value added to the zone. The City may elect to contribute less than fifty percent (50%) of Maintenance and Operations tax rate to the TIRZ.

2. In no event will the City contribute any incremental sales taxes to the TIRZ.

3. The City Council may approve a tax abatement or other agreement for support of a specific project or property in the Zone.

4. Once a TIRZ has been established in accordance with Chapter 311 and these guidelines, incremental real property taxes resulting from new construction, public improvements, and redevelopment efforts, will accrue to the various taxing entities. Under Section 311.01 of the Texas Tax Code, other local taxing entities retain the right to determine the amount of tax increment that each will retain, or each may decide to retain all of the tax increment. The City will enter into written agreements with all participating taxing entities to specify:
    a. The conditions for payment of the tax increment into a TIRZ;
    b. The portion of tax increment to be contributed by each entity to the TIRZ; and
    c. The term of the agreement.

5. For purposes of calculating participation by other local taxing entities either annually or across the duration of the term of the TIRZ, such participation and any associated obligations will be determined based on the appraised taxable value of the TIRZ as assessed by the applicable appraisal district.

6. All taxing entities that participate in the TIRZ shall retain the right to grant tax exemptions as permitted by applicable law to properties located in the zone for purposes including but

not limited to homestead exemptions.

APPLICATION PROCESS

1. The City will evaluate TIRZ funding applications. The City will not be obligated in any respect to fund a TIRZ project upon the receipt of an application and funding may be refused for any reason arising out of the evaluation process and criteria set forth within this Policy.

2. All applications for TIRZ funding and applicable fee of $2,000 should be delivered to:

   City of Sherman
   220 West Mulberry
   Sherman, Texas 75091-1106
   Email: planning@cityofsherman.com

3. Applicants desiring to designate a TIRZ must fully complete a “Tax Increment Finance Funding Application,” providing all information as outlined below in one original paper copy and one complete electronic copy and submit the applicable application fee.

4. Before reviewing an application for TIRZ funding, the City will require that the applicants provide the following as part of their application (See Exhibit A):
   a. A summary that includes an overview of the proposed projects, and proposed levels of participation by each taxing entity.
   b. A legal description (metes and bounds) and a map of the project area.
   c. Estimated nonproject costs, including the costs of private development.
   d. A plan for relocating any displaced persons, if any.
   e. Estimated project costs, including administrative expenses.
   f. Listing of proposed kind, number, and location of all public works or public improvements to be financed by the zone.
   g. Economic feasibility study.
   h. Estimated timeline when costs or obligations are to be incurred.
   i. Methods of financing all estimated project costs and the expected sources of revenue, including the percentage of tax increment derived from the property taxes of each taxing unit.
   j. Current total appraised value of taxable real property.
   k. Estimated captured appraised value (taxable) of the zone during each year of its existence.
   l. Duration of the zone.

5. An applicant may request a meeting with appropriate City Staff prior to applying in order to address TIRZ requirements and development processes. Each applicant must bring a draft of the completed application and supporting documentation to the meeting. The meeting can be scheduled through the Management Services Department.

6. A non-refundable application fee of $2,000 must accompany all applications. The application fee is to support administrative costs of initial review for completeness, internal processes, and presentations.

7. In the event the Applicant requests meetings to discuss revisions, changes, or modification to the project plans after the initial plan has been accepted, the following terms shall apply:

    a. Initial Meeting: The Applicant is entitled to initial meetings, as determined by the City, at no additional cost, provided such meetings are scheduled and do not result from changes or deviations from the plan already provided to the City.
    b. Additional Meeting Fee: For each additional meeting requested by the Applicant as a result of changes, revisions, or alterations to the previously provided project plans, the Applicant shall be subject to an additional fee of $750 per meeting.
    c. Definition of an Additional Meeting: An “additional meeting” is defined as any meeting requested by the Applicant because of changes, deviations, or new requests that differ from the previously provided plans or scope of work. This includes, but is not limited to, in-person meetings, video conferences, or extended conference calls.
    d. Payment of Additional Fees: The Applicant agrees that the $750 fee per additional meeting shall be payable upon scheduling of the meeting.
    e. Waiver or Modification of Fee: The City reserves the right to waive or adjust the additional meeting fee based on the nature of the changes or revisions and overall impact on the project schedule.

8. City Staff will conduct a preliminary review of the application within ten (30) days to ensure compliance with these guidelines. If City Staff determines that an application does not meet the criteria hereunder, the applicant will be notified, the application fee will not be refunded, and no further action on the application will occur. The applicant will have fourteen (14) working days to supply any information that is lacking without having to resubmit a new application.

9. If City Staff determines that an application meets these Guidelines, a full financial and programmatic review of the proposed project will occur. This review may be conducted by City Staff, an outside agency, or consultant and may result in a City Staff recommendation that TIRZ designation is not appropriate.

10. Upon submission of an application, all project information provided to or developed by the City may become “public information,” and therefore may be subject to release under provisions of the Texas Public Information Act.

PROJECT CRITERIA

1. TIRZ funds may be used only to pay for those public works and public improvements authorized by Chapter 311 of the Texas Tax Code. TIRZ proceeds cannot be used to support exclusively private purposes. TIRZ funds awarded to a Project will not have interest applied to the disbursement of those funds.

2. In order for City Staff to recommend funding of a particular project by the TIRZ, the party

desiring TIRZ financing must provide sufficient evidence in the application and exhibits to demonstrate the applicant has the financial wherewithal to meet project costs and complete the project; direct and indirect benefits of the project; evidence of a clear financial gap (e.g. the profitability and feasibility of the project both with and without public assistance, including a detailed delineation of the developer equity contribution into the project and the overall proposed financial structure of the project); proposed security, collateralization, or credit enhancement; and demonstrate commitment to the quality of development, the project area, and project completion.

The project shall include a provision giving the City first priority to the increment generated by the zone for repayment for its infrastructure costs benefiting the zone.

Use of TIRZ Chapter 380 Agreements

1. As authorized by their respective Boards and included in their respective Project and Financing Plan, each TIRZ may enter into economic development program grants pursuant to Chapter 380 of the Texas Local Government Code ("Chapter 380 Agreements") for projects located within the boundaries of the TIRZ as authorized by and in accordance with Section 311.010(h) of the Texas Tax Code.

2. Conditions under which a TIRZ may authorize the use of TIRZ Chapter 380 Agreements will be authorized by the TIRZ Board and the City Council upon approval or amendment of the TIRZ's Project and Financing Plan in accordance with Chapter 311 of the Texas Tax Code and Chapter 380 of the Texas Local Government Code.

Any questions regarding this Policy should be directed to the City of Sherman Management Services Department, 220 West Mulberry, Sherman Texas, 75091, or 903-892-7229

EXHIBIT A

Tax Increment Finance Funding Application

Normal Staff Review Time is 60 – 90 Days From Submission of a Complete Application.

Do Not Leave Blank Spaces, Fill Application to Completion.

Part 1 – PROPOSED PROJECT

1. Project Name:

2. Brief Explanation of the Project:

3. Full project Site Address (Include City Council District):

4. Tax Increment Reinvestment Zone (TIRZ Name/Number):
5. Grayson County Appraisal District Information (use additional pages as needed)
   a. Property ID #(s):
   b. Geographic ID # (s):
   c. Legal Description(metes and bounds) and a map:
   d. Current Land Assessed Value by parcel:
   e. Current Improvement Assessed Value by parcel:
6. Does applicant have site control of proposed project?
   If Yes, Provide Proof/ If No, State Plan to Gain Site Control:

7. Project Site Size in Acres:
8. Projected Project Start Date:
9. Projected Project Completion Date:
10. Residential Housing Units Project will Create: Include # of Units, SF, MF, Rents:
    a. Rental - # of Units w/Unit Mix:
    b. Rent Range:
    c. Affordable Housing Units:
    d. Market Rate:
    e. For Sale - # of Affordable Units:
    f. For Sale - # of Market Rate Unit:
11. Commercial Space Project will Create:
    a. Retail Space – Sq.Ft. :
    b. Retail Rental Price/Sq. Ft.:
    c. Office Space – Sq. Ft. :
    d. Office Rental Price/Sq. Ft.:

e. Other Space – Sq. Ft. :
f. Other Space Rental Price/Sq. Ft.:
g. Type of Other Space:

12. Estimated number of new jobs to be created, if any (indicate how many are pt and ft):

13. Estimated Value of Property/Project Site at Completion:

14. Current Zoning for the Project:
    a. Will the proposed project require any changes or variances to current zoning? If yes, what zoning is required?
    b. If a zoning change is required, has applicant started the rezoning process?
        i. When was application made?
        ii. Planned date to submit rezoning application?
15. Project Type (indicate all that apply)
    a. Affordable Housing
    b. Student Housing
    c. Mixed Income Housing
    d. Market Rate Housing
    e. Mixed Use Commercial
    f. Office
    g. Industrial
    h. Historic Rehabilitation
    i. Brownfield Redevelopment
    j. Adaptive Reuse
    k. Other, List:
16. On a separate sheet of paper, please address the following:
    a. Provide an executive summary / overview of your proposed project.
    b. Explain if the project complements or supports other programs and/or initiatives to bring private investment and jobs to the city. If so, please list and/or describe.
    c. Describe how the proposed project meets the goals established in the city's comprehensive plan - https://www.ci.sherman.tx.us/1227/comprehensive-plan
17. Provide a site plan and architectural rendering for the proposed project.
18. Plan for relocating any displaced persons.

Part 2 – FUNDING INFORMATION

NOTE: Failure to fully and truthfully disclose the information required in this section may result in the disqualification of your application from consideration or termination of the development agreement.

19. Please provide the following funding information:
    a. Total Cost of Project
        i. Project Costs, including administrative costs
        ii. Nonproject Costs
    b. Public Improvements
        i. Project Costs, including administrative costs
        ii. Nonproject Costs
    c. Private Improvements: $
    d. Amount of Funding Requested (Gap): $
    e. Indicate when the funds will be initially required and when costs or other obligations will be incurred (month/year):
    f. Percentage of tax increment to be derived from the property taxes of each taxing unit.
    g. Has financing for the proposed project been secured?

       If “Yes”, provide evidence of lending commitments and financing sources.
       If “No”, please provide an explanation:
20. Has this project applied for any other incentives through other entities, such as Sherman Economic Development Corporation, the State of Texas, or any other city department?

    If “yes”, identify and provide copies of agreements:
21. Attach a detailed sources and budget for the proposed project. The budget must outline all sources of funding (committed, received and/or requested) and the proposed uses of funding (expenses).
22. Provide a detailed project proforma.
23. Listing of proposed kind, number, and location of all public works or public improvements to be financed by the zone.
24. Economic Feasibility study finding the project is economically feasible.
25. Provide a copy of your organization’s most recent audited financial statement.

EXHIBIT B

CITY OF SHERMAN, TEXAS INCENTIVE POLICY

SELF-DISCLOSURE STATEMENT

It is the intention of the City of Sherman to conduct certain due diligence as it continues negotiations with _____ ("Developer") relating to possible incentives to be provided by the City to such person or entity for economic or community development purposes (the "Project"). Please answer each of the following questions completely, thoroughly, and truthfully, to the best of your knowledge:

GENERAL INFORMATION

1. Applicant Information:

   Applicant Name (Business Name or Individual Names):
   Individual Street Address:
   City: State: Zip Code:
   Business Street Address:
   City: State: Zip Code:
   Primary Point of Contact:
   Telephone No.: Other No.:

Email Address:
Website Address:

2. Business Structure (Sole Proprietorship, Partnership, Joint Venture, etc.):
3. State of Business Organization: Year Business Entity Established:
   Number of Years in Business Under Business Entity Name:
4. Federal Employer Identification Number:
5. Texas Comptroller's Taxpayer Number (NOTE: This 11-digit Number Is Also Referred to as the Comptroller's TIN or TID):
6. DUNS Number (If Applicable):
7. Printed Name of Contract Signatory:
   Position Title:
8. Annual Revenue: $
9. Total Number of Employees:
10. List of Related Companies or Subsidiaries:

11. Is Applicant Authorized and/or Licensed to do Business in Texas?

12. Local/County Operation:

    a. Does the Applicant Have an Office Located in Sherman, Texas?
    b. If yes, how long has the Applicant Conducted Business from its Sherman Office?
    c. State the Number of Full-Time Employees at the Sherman Office:

13. Has the Applicant or any of its Principals been Debarred or Suspended from Contracting with any Public Entity?

    a. If "Yes", Identify the Public Entity and the Name and Current Phone Number of a Representative of the Public Entity Familiar with the Debarment or Suspension, and State the Reason for or Circumstances Surrounding the Debarment or Suspension, including, but not Limited to the Period of Time for Such Debarment or Suspension.

14. Has the Applicant ever Received any Disciplinary Action, or any Pending Disciplinary Action, from any Regulatory Bodies or Professional Organizations?

    a. If "Yes", State the Name of the Regulatory Body or Professional Organization, Date and Reason for the Disciplinary or Impending Disciplinary Action.

15. Who are the principals and key personnel involved in the Project?

16. Please provide the Developer's (1) complete legal name, (2) date of birth, (3) home address (primary residence), and for each of its principals, management, partners, and affiliates of each entity involved with or affiliated with Developer in seeking the Project (NOTE: For the purposes of this questionnaire, the term "Developer" also includes: (1) the landowners that are the subject of item 18 below; and (2) LIST OTHER AFFILIATED PARTIES).

17. Please describe the role that each Developer entity/principal/management/partner/affiliate referenced above has or will have in the Project.

    a. Have any of the Developer entities/principals/management/partners/affiliates referenced above previously been involved in developing projects similar to the Project? If so, list each such project and each jurisdiction (City or County) where this has occurred.

    b. Are there any conflicts of interest amongst the Developer entities/principals/management/partners/affiliates or between any of them and the City or their respective officers, officials, employees, representative, or agents, with respect to the development involving the Developer, affiliates of the Developer, or principals of the Developer? If yes, please describe.

18. Please list all landowners of the property or buildings proposed to comprise the Project. Are there plans to transfer any land in the Project? If so, to what persons/entities and when will the transaction(s) occur.
    a. Has the Developer or landowner(s), or principal or person or entity owning an interest in the Developer or landowner(s), or any affiliate of the Developer or landowner(s):

        i. Been charged or convicted of a felony or misdemeanor or has otherwise been subject to an investigation, inquiry, or order by the SEC, the IRS, or any other federal or state agency?
        If YES, provide information.

ii. Been delinquent or in default on any loans, lines of credit or other obligation related to the development of other projects, including without limitation the payment of assessments securing bonds issued by a public improvement district or a similar issuer?
If YES, provide information.

iii. Been in default in connection with any incentive agreement, development agreement, subdivision improvement agreement, capital improvements agreement, completion guarantee/agreement, take-down agreement, or similar agreement related to the development of real property or any other project?

If YES, provide information.

iv. Been a party to a lawsuit in which it was alleged that they or another party were in default or otherwise breached any incentive agreement, development agreement, subdivision improvement agreement, capital improvements agreement, completion guarantee/agreement, take-down agreement, or similar agreement related to the development of real property or any other project?
If YES, provide information.

v. Filed for bankruptcy, an assignment for the benefit of creditors, been declared bankrupt or insolvent under either a state or federal proceeding?

If YES, specify date and location of court where bankruptcy or other action took place.

vi. Been the party to any lawsuit or claim regarding any project or related property?
If YES, please attach a copy of the complaint/petition, or if unavailable, please list the court in which the action is pending and the case number, or if the claim or action has not yet been filed, please attach all documents summarizing the claim or action.

b. Is there any other material litigation, threatened or actual, affecting the Developer whether or not related to the Project?
If YES, please attach a copy of the complaint/petition, demand/threat and/or the court in which the action is pending and the case number, or if the claim or action has not yet

been filed, please attach all documents summarizing the claim or action.

c. Are there any other foreseeable circumstances not described above that could prevent or significantly delay, hinder or negatively affect the proposed development of the Project?

d. Has either landowner(s), or the Developer ever failed to pay any portion of property taxes or assessments on time, contested any property taxes or assessments or refused or been unable to pay any property taxes or assessments?

19. Please provide any other information and/or documentation that may be considered material to the Project, or the Developer, its affiliates or principals, necessary to provide potential investors with a full understanding of the Project, the proposed financing and the Developer's creditworthiness.

20. Provide a list of other projects developed by the Developer.

21. Provide the most recent Balance Sheet and Income Statement for the entity, or provide by type, amount of liquid assets and amount of entity equity.

22. Provide notarized signature page below for each person identified in Question 1 above.
    a. If an entity enters into an agreement with the City regarding the Project or property therein, a Form 1295 with need to be filed with the Texas Ethics Commission in accordance with Texas Gov't Code § 2252.908 "Disclosure of Interested Parties". Please provide the City with all of the information that would be required to fill out the attached Form 1295 (other than actual signatures) and submit it to the City as part of this due diligence inquiry.

23. I, the undersigned, hereby solemnly swear that the information contained in the above self-disclosure statement is complete and correct to the best of my knowledge. I hereby authorize the City of Sherman, Texas and its designated agents, attorneys and representatives to conduct a comprehensive review of my background. I understand that the scope of the review may include but is not limited to the following areas: verification of current and previous residences; employment history; education background; character references; civil and

criminal history records from any criminal justice agency in any or all federal, state, county jurisdictions; driving records; and any other public records.

24. I further authorize any individual, company, firm, corporation, or public agency (including law enforcement agencies) to divulge any and all information, verbal or written, pertaining to me, to the City of Sherman, Texas or its agents or attorneys. I further authorize the complete release of any records or data pertaining to me which the individual, company, firm, corporation, or public agency may have, to include information or data received from other sources.

25. I hereby release the City of Sherman, Texas, and its agents, officials, representative, or assigned agencies, including officers, employees, attorneys, or related personnel both individually and collectively, from any and all liability for damages of whatever kind, which may, at any time result to me, my heirs, family, or associates because of compliance with this authorization and request to release.

DEVELOPER:

By: Name:
Title:

STATE OF TEXAS
GRAYSON COUNTY

This instrument was acknowledged before me, on the _____ day of _____, 20____, by _____, of _____, a ____ , on behalf of said _____.

_____
Notary Public in and for the State of Texas

[SEAL]

EXHIBIT C

FORM 1295

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4

Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Must file online at www.ethics.state.tx.us/File

City of Sherman
Municipal Utility District Policy

General

A Municipal Utility District (MUD) is one of several types of special districts that function as independent, limited governments. The purpose of a MUD is to provide a developer with an alternate way to finance infrastructure, such as water, sewer, drainage, and roads and facilities. Managed by a Board elected by property owners within the MUD, a MUD may issue bonds to reimburse a developer for authorized improvements and the MUD will utilize property tax revenues and user fees received from water and sewer services operated by the MUD to repay the debt. As the MUD pays off its debt, more of its tax revenue can be directed to enhancing services for their residents.

The purpose of this policy is to outline the policies and procedures the City will use to consider whether creation of a MUD, the levy of an ad valorem tax, issuance of MUD bonds, information disclosure to property owners, and determination of annual plans and budgets are in the best interests of the City or its ETJ. This policy outlines the items needed to be addressed by the property owners seeking the creation of a MUD ("Petitioner") before the City Council can consent to the creation of the MUD. Any requests for adjustments, exceptions, or waivers to this policy must be reviewed and approved by the City.

Creation and Considerations

A MUD can be created by either (1) adoption of a district creation bill by the Texas Legislature or (2) by the Texas Commission on Environmental Quality (TCEQ) following a petition and consent process described in the Texas Water Code. For property located in the City's jurisdiction and be included in a MUD, City consent is required prior to creation as part of the TCEQ process. City consent is not required to create a MUD in the City's ETJ, but the creation process is lengthier and may not be successful without City consent. The consent to the creation of a MUD is at the discretion of the City Council.

To be considered for City Council approval, the development project supported by the MUD must meet the following requirements:

1. MUDs located in the City Limits are required to use City utility services, including water, sewer and solid waste.
2. The MUD must use the City's design and development standards
3. Park, trail and open space development should be consistent with the City's Parks and Trails Master Plan.
4. Parks within the MUD should be provided in a quantity and manner consistent with the City's parkland dedication ordinance.
5. Compliance with City tree preservation ordinance.
6. Execution of a development agreement with the City.
7. Transportation impact analysis is submitted to the City with a plan reviewed by the City.
8. Infrastructure is inspected by the City (or County, whoever has applicable jurisdiction) to ensure appropriate design standards are met.

9. Utility infrastructure that services the proposed MUD should be consistent with the City's Water and Wastewater Master Plans.
10. The proposed MUD should demonstrate how utilities will be managed over time, including water and wastewater capacity and treatment, financial plan including proposed usage rate, and maintenance, operations and capital costs.
11. Costs to relocate any existing utility infrastructure are borne by the MUD.
12. The City may require a fund balance reserve target and require reporting on the fund balance at intervals set by the City.
13. City, or applicable utility district or County, will inspect all utility infrastructure to ensure compliance with approval plans.
14. Where the long-term maintenance of the utility system is the responsibility of the MUD, a maintenance plan should be submitted to the City and the County for review.
15. The City may require the donation of land for fire stations or other public safety facilities if necessary for the provision of services by the City.
16. Primarily residential.
17. Development with a MUD is superior to the development from use of standard City process or other types of districts.
18. Consistent with the vision and goals in the City's Comprehensive Plan.
19. In addition, MUDs located in the ETJ , must meet the following requirements for consent:
    a. Commercial property should be annexed into the City, or the MUD shall enter into a Strategic Partnership Agreement with the City for the purpose of remitting sales tax to the City on taxable goods and services generated in the MUD
    b. Evaluation of impact on County services and plan to provide these services to the MUD residents, such as emergency services, and roads.
20. Ability to obtain all rights-of-way and easements necessary for the MUD.
21. Provide public school sites within the MUD boundary if required by the school district.
22. Develop in accordance with the submitted concept plan. Significant changes should be submitted to the City for approval.
23. The developer or landowner will require as part of the sales agreement that all builders and purchasers of property engaged in the project use a Direct Pay Permit from the State of Texas for the remittance of use tax on materials and services provided in connection with MUD property.
    a. The development agreement will require the developer or landowner to include contract language in his sales agreement with builders requiring use of Direct Pay Permit from the State of Texas related to construction of MUD property.
    b. Builders are responsible for obtaining and maintaining a valid Direct Pay Permit from the State of Texas.
    c. The contract between the developer or landowner and the builder shall require the builder to remit all sales and use taxes directly to the State using their Direct Pay Permit, as permitted by law.
    d. The builder agrees to maintain accurate records of all purchases and use of materials and services. The Builder shall provide the Developer with Direct Payment Use Tax Returns.
    e. Disbursements from MUD revenue to the Developer will require proof of compliance with Direct Pay Permit requirements, including but not limited to copies of Direct Payment Use Tax Returns.
24. For in-city MUDs, approval will not be granted until a Planned Development District has been established according to Chapter 14.02.021 of the City of Sherman's Code of Ordinances.

APPLICATION PROCESS

1. After applicants apply (Exhibit A) and pay nonrefundable application fee of $20,000, City staff will contact the applicant to begin working on an agreement between the City and the MUD.

   For MUDs in the ETJ, the city must consent to the creation within 90 days after receiving the written request or the property owners of 50 percent or more of the land may petition the City Council and request water and sewer services. If the City and the owners fail to execute a contract within 120 days of receipt of the petition, the owners may petition TCEQ for creation and a hearing and ruling will result. The City and the owners both have a right of appeal.

2. A city cannot require annexation as a consent to creation, nor can a city place restrictions on MUDs that are not receiving city utilities.

3. In the event the Applicant requests meetings to discuss revisions, changes, or modification to the project plans after the initial plan has been accepted, the following terms shall apply:

   a. Initial Meeting: The Applicant is entitled to initial meetings, as determined by the City, at no additional cost, provided such meetings are scheduled and do not result from changes or deviations from the plan already provided to the City.
   b. Additional Meeting Fee: For each additional meeting requested by the Applicant as a result of changes, revisions, or alterations to the previously provided project plans, the Applicant shall be subject to an additional fee of $750 per meeting.
   c. Definition of an Additional Meeting: An “additional meeting” is defined as any meeting requested by the Applicant because of changes, deviations, or new requests that differ from the previously provided plans or scope of work. This includes, but is not limited to, in-person meetings, video conferences, or extended conference calls.
   d. Payment of Additional Fees: The Applicant agrees that the $750 fee per additional meeting shall be payable upon scheduling of the meeting.
   e. Waiver or Modification of Fee: The City reserves the right to waive or adjust the additional meeting fee based on the nature of the changes or revisions and overall impact on the project schedule.

Financing

The development agreement between the MUD and the City should outline conditions with regards to bonds. These conditions may include, but not be limited to, the following:

1. Bonds will remain obligations of the MUD.
2. Once the MUD has established a maturity date of initial bonds, the maturity date for any additional bonds should not extend beyond the maturity date of the initial bonds.
3. City may require as a condition for consent to limit MUD bonds for the purposes of providing roads, water, wastewater and drainage, while requiring other infrastructure improvement be financed through other resources.
4. MUD must be in compliance with all its agreement with the City.
5. The MUD reporting requirements with regards to administering the bonds may include, but not be limited to, the following:
   a. Value of bonds proposed
   b. Project funded by such bonds
   c. Proposed debt service tax rate after issuance

6. After closing, provide the City with the Final Official statement and other information requested by the City
7. The MUD must be financially self-sustaining with an ad valorem tax rate sufficient to support the services provided by the MUD
8. City property and land shall be exempted from all MUD taxes, assessment, fines and fees.
9. MUD shall establish an Operations and Maintenance Tax pursuant to Section 49.107 of the Texas Water Code to cover ongoing maintenance and replacement of infrastructure.
10. A MUD in the ETJ will not be annexed until 100% of the MUD bonds have been repaid.
11. To compensate the City for the value conferred to the Developer by virtue of the establishment of a MUD, the Developer will allocate 1% of the bond proceeds to the City for use for any City purpose.

Governance

MUDs are governed by an elected board of directors under Texas Water Code Chapters 49, 50, and 54 and other laws applicable to all political subdivisions, like open meetings and open records requirements.

MUDs have the powers of eminent domain within the district; contracting authority; street or security lighting, and roads powers; enforcement of real property restrictions; and bond issuance.

An annual audit of the MUD by an independent CPA is required.

Exhibit A

Municipal Utility District Application

The documents and narrative statement below must be submitted.

Normal Staff Review Time is 60 – 90 Days From Submission of a Complete Application.

Do Not Leave Blank Spaces, Fill Application to Completion.

Part 1 – PROPOSED PROJECT

1. Project Name:

2. Brief Explanation of the Project:

3. Full project Site Address (Include City Council District):

4. Tax Increment Reinvestment Zone, if in an existing Zone (TIRZ Name/Number):
5. Grayson County Appraisal District Information (use additional pages as needed)
   a. Property ID #(s):
   b. Geographic ID # (s):
   c. Legal Description(s):
   d. Current Land Assessed Value by parcel:
   e. Current Improvement Assessed Value by parcel:
6. Does applicant have site control of proposed project?

   If yes, provide proof/ if no, state plan to gain site control:

7. Project Site Size in Acres:
8. Projected Project Start Date:

9. Projected Project Completion Date:
10. Residential Housing Units Project will Create: Include # of Units, SF, MF, Rents:
    a. Rental - # of Units w/Unit Mix:
    b. Rent Range:
    c. Affordable Housing Units:
    d. Market Rate:
    e. For Sale - # of Affordable Units:
    f. For Sale - # of Market Rate Unit:
11. Commercial Space Project will Create:
    a. Retail Space – Sq.Ft. :
    b. Retail Rental Price/Sq. Ft.:
    c. Office Space – Sq. Ft. :
    d. Office Rental Price/Sq. Ft.:
    e. Other Space – Sq. Ft. :
    f. Other Space Rental Price/Sq. Ft.:
    g. Type of Other Space:
12. Estimated Number of New Jobs to be Created, if Any (Indicate How Many Are PT and FT):

13. Estimated Value of Property/Project Site at Completion:

14. Current Zoning for the Project:
    a. Will the proposed project require any changes or variances to current zoning
       If yes, what zoning is required?
    b. If a zoning change is required, has applicant started the rezoning process?
        i. When was application made?
        ii. Planned date to submit rezoning application?
15. Project Type (indicate all that apply)
    a. Affordable Housing
    b. Student Housing
    c. Mixed Income Housing
    d. Market Rate Housing
    e. Mixed Use Commercial
    f. Office
    g. Industrial

h. Historic Rehabilitation
i. Brownfield Redevelopment
j. Adaptive Reuse
k. Other, List:

16. On a separate sheet of paper, please address the following:
    a. Provide an executive summary / overview of your proposed project.
    b. Explain if the project complements or supports other programs and/or initiatives to bring private investment and jobs to the city. If so, please list and/or describe.
    c. Describe how the proposed project meets the goals established in the city's comprehensive plan - https://www.ci.sherman.tx.us/1227/comprehensive-plan
17. Provide a site plan and architectural rendering for the proposed project.

Part 2 – FUNDING INFORMATION

NOTE: Failure to fully and truthfully disclose the information required on this section may result in the disqualification of your application from consideration or termination of the development agreement.

18. Please provide the following funding information:
    a. Total Cost of Project: $
    b. Public Improvements: $
    c. Private Improvements: $
    d. Amount of Funding Requested (Gap): $
    e. Indicate When the Funds will be Initially Required (month/year):
    f. Has financing for the proposed project been secured?

       If "yes", provide evidence of lending commitments and financing sources.

       If "no", please provide an explanation:

19. Has this project applied for any other incentives through other entities, such as Sherman Economic Development Corporation, the State of Texas, or any other City department?

    If "yes", identify and provide copies of agreements:

20. Attach a detailed sources and uses budget for the proposed project. The budget must outline all sources of funding (committed, received and/or requested) and the proposed uses of funding (expenses).
21. Provide a detailed project proforma.
22. Provide a copy of your organization’s most recent audited financial statement.

EXHIBIT B

CITY OF SHERMAN, TEXAS INCENTIVE POLICY

SELF-DISCLOSURE STATEMENT

It is the intention of the City of Sherman to conduct certain due diligence as it continues negotiations with _____ ("Developer") relating to possible incentives to be provided by the City to such person or entity for economic or community development purposes (the "Project"). Please answer each of the following questions completely, thoroughly, and truthfully, to the best of your knowledge:

GENERAL INFORMATION

1. Applicant Information:

   Applicant Name (Business Name or Individual Names):

   Individual Street Address:

   City: State: Zip Code:

   Business Street Address:

   City: State: Zip Code:

   Primary Point of Contact:

   Telephone No.: Other No.:

   Email Address:

   Website Address:

2. Business Structure (Sole Proprietorship, Partnership, Joint Venture, etc.):
3. State of Business Organization: Year Business Entity Established:
   Number of Years in Business Under Business Entity Name:
4. Federal Employer Identification Number:
5. Texas Comptroller's Taxpayer Number (NOTE: This 11-digit Number Is Also Referred to as the Comptroller's TIN or TID):
6. DUNS Number (If Applicable):

7. Printed Name of Contract Signatory:
   Position Title:
8. Annual Revenue: $
9. Total Number of Employees:
10. List Related Companies or Subsidiaries:

11. Is Applicant Authorized and/or Licensed to do Business in Texas?

12. Local/County Operation:

    a. Does the Applicant Have an Office Located in Sherman, Texas?
    b. If yes, how long has the Applicant Conducted Business from its Sherman Office?
    c. State the Number of Full-Time Employees at the Sherman Office:

13. Has the Applicant or any of its Principals been Debarred or Suspended from Contracting with any Public Entity?

    a. If “Yes”, Identify the Public Entity and the Name and Current Phone Number of a Representative of the Public Entity Familiar with the Debarment or Suspension, and State the Reason for or Circumstances Surrounding the Debarment or Suspension, including, but not Limited to the Period of Time for Such Debarment or Suspension.

14. Has the Applicant ever Received any Disciplinary Action, or any Pending Disciplinary Action, from any Regulatory Bodies or Professional Organizations?

    a. If “Yes”, State the Name of the Regulatory Body or Professional Organization, Date and Reason for the Disciplinary or Impending Disciplinary Action.

15. Who are the principals and key personnel involved in the Project?

16. Please provide the Developer’s (1) complete legal name, (2) date of birth, (3) home address (primary residence), and for each of its principals, management, partners, and affiliates of each entity involved with or affiliated with Developer in seeking the Project (NOTE: For the purposes of this questionnaire, the term “Developer” also includes: (1) the landowners that are the subject of item 18 below; and (2) LIST OTHER AFFILIATED PARTIES).

17. Please describe the role that each Developer entity/principal/management/partner/affiliate referenced above has or will have in the Project.

    a. Have any of the Developer entities/principals/management/partners/affiliates referenced above previously been involved in developing projects similar to the Project? If so, list each such project and each jurisdiction (City or County) where this has occurred.

    b. Are there any conflicts of interest amongst the Developer entities/principals/management/partners/affiliates or between any of them and the City or their respective officers, officials, employees, representative, or agents, with respect to the development involving the Developer, affiliates of the Developer, or principals of the Developer? If yes, please describe.

18. Please list all landowners of the property or buildings proposed to comprise the Project. Are there plans to transfer any land in the Project? If so, to what persons/entities and when will the transaction(s) occur.
    a. Has the Developer or landowner(s), or principal or person or entity owning an interest in the Developer or landowner(s), or any affiliate of the Developer or landowner(s):

        i. Been charged or convicted of a felony or misdemeanor or otherwise been subject to an investigation, inquiry, or order by the SEC, the IRS, or any other federal or state agency?
        If YES, provide information.

        ii. Been delinquent or in default on any loans, lines of credit or other obligation related to the development of other projects, including without limitation the payment of assessments securing bonds issued by a public improvement district or a similar issuer?
        If YES, provide information.

iii. Been in default in connection with any incentive agreement, development agreement, subdivision improvement agreement, capital improvements agreement, completion guarantee/agreement, take-down agreement, or similar agreement related to the development of real property or any other project?

If YES, provide information.

iv. Been a party to a lawsuit in which it was alleged that they or another party were in default or otherwise breached any incentive agreement, development agreement, subdivision improvement agreement, capital improvements agreement, completion guarantee/agreement, take-down agreement, or similar agreement related to the development of real property or any other project?
If YES, provide information.

v. Filed for bankruptcy, an assignment for the benefit of creditors, been declared bankrupt or insolvent under either a state or federal proceeding?

If YES, specify date and location of court where bankruptcy or other action took place.

vi. Been the party to any lawsuit or claim regarding any project or related property?
If YES, please attach a copy of the complaint/petition, or if unavailable, please list the court in which the action is pending and the case number, or if the claim or action has not yet been filed, please attach all documents summarizing the claim or action.

b. Is there any other material litigation, threatened or actual, affecting the Developer whether or not related to the Project?
If YES, please attach a copy of the complaint/petition, demand/threat and/or the court in which the action is pending and the case number, or if the claim or action has not yet been filed, please attach all documents summarizing the claim or action.

c. Are there any other foreseeable circumstances not described above that could prevent or significantly delay, hinder or negatively affect the proposed development of the Project?

d. Has either landowner(s), or the Developer ever failed to pay any portion of property taxes or assessments on time, contested any property taxes or assessments or refused or been unable to pay any property taxes or assessments?

19. Please provide any other information and/or documentation that may be considered material to the Project, or the Developer, its affiliates or principals, necessary to provide potential investors with a full understanding of the Project, the proposed financing and the Developer's creditworthiness.

20. Provide a list of other projects developed by the Developer.

21. Provide the most recent Balance Sheet and Income Statement for the entity, or provide by type, amount of liquid assets and amount of entity equity.

22. Provide notarized signature page below for each person identified in Question 1 above.
    a. If an entity enters into an agreement with the City regarding the Project or property therein, a Form 1295 with need to be filed with the Texas Ethics Commission in accordance with Texas Gov't Code § 2252.908 "Disclosure of Interested Parties". Please provide the City with all of the information that would be required to fill out the attached Form 1295 (other than actual signatures) and submit to the City as part of this due diligence inquiry.

23. I, the undersigned, hereby solemnly swear that the information contained in the above self-disclosure statement is complete and correct to the best of my knowledge. I hereby authorize the City of Sherman, Texas and its designated agents, attorneys and representatives to conduct a comprehensive review of my background. I understand that the scope of the review may include but is not limited to the following areas: verification of current and previous

residences; employment history; education background; character references; civil and criminal history records from any criminal justice agency in any or all federal, state, county jurisdictions; driving records; and any other public records.

24. I further authorize any individual, company, firm, corporation, or public agency (including law enforcement agencies) to divulge any and all information, verbal or written, pertaining to me, to the City of Sherman, Texas or its agents or attorneys. I further authorize the complete release of any records or data pertaining to me which the individual, company, firm, corporation, or public agency may have, to include information or data received from other sources.

25. I hereby release the City of Sherman, Texas, and its agents, officials, representative, or assigned agencies, including officers, employees, attorneys, or related personnel both individually and collectively, from any and all liability for damages of whatever kind, which may, at any time result to me, my heirs, family, or associates because of compliance with this authorization and request to release.

DEVELOPER:

By: Name:

Title:

STATE OF TEXAS

GRAYSON COUNTY

This instrument was acknowledged before me, on the _____ day of _____, 20____, by _____, of _____, a _____, on behalf of said _____.

_____

Notary Public in and for the State of Texas

[SEAL]

EXHIBIT D

FORM 1295

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Must file online at www.ethics.state.tx.us/File

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.2.

Meeting Date: 11/18/2024

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7433

Awarding a Bid to and Authorizing Execution of a Contract with Wall Contractors, LLC Based on an Invitation to Bid for the Street Pavement Rehabilitation Program – Cherry St. from S. East St. to S. Grand Ave. Project

Issue:

To consider awarding a bid to and authorizing execution of a contract with Wall Contractors, LLC of Denton, Texas, based on an invitation to bid for the Street Pavement Rehabilitation Program – Cherry St. from S. East St. to S. Grand Ave project.

Background:

The reconstruction of Cherry Street from S. East Street to S. Grand Avenue is a high priority project for Public Works. In-house Engineering staff assembled a set of construction drawings and specifications to bid out the demolition of the existing street paving, and reconstruction of the concrete curb and gutter and driveway approaches. In-house City Street crews will re-establish a new asphalt street.

On October 24, 2024, a public bid opening was held. Four (4) bidders responded to the request for bids.

The lowest bidder, Palmer Hall Construction, has only been in business since February 2024 and incorporated in July 2024. After review of the company's completed work, the contractor does not have experience working on a high profile street project along a well established residential neighborhood. Due to the short time the low bidder has been in business and lack of relevant experience by the company, staff deems the low bidder as not a responsible bidder for this project.

The second low bidder began as Wall Enterprises in 1981 and has been in business as Wall Contractors, LLC for nearly 4 years. Wall Contractors, LLC has recently completed high profile street projects in downtown Anna and Van Alstyne.

The second low bidder, Wall Contractors, LLC, submitted a bid in the amount of $995,128.75. This is $94,717.75 (10.52%) higher than the lowest bidder.

A bid tabulation is attached.

Origination:

Engineering Department

Financial Consideration:

Funding in the amount of $995,128.75 is required and is available in 2024 Certificates of Obligation.

Staff Recommendation:
It is recommended that the bid be awarded for the Street Pavement Rehabilitation Program – Cherry St. from S. East St. to S. Grand Ave. to Wall Contractors, LLC for providing, in the opinion of City staff, the lowest, responsible, responsive bid in the amount of $995,128.75. It is also recommended that the City Manager be authorized to execute the required contract documents.

Alternatives:
As may be directed by City Council

Attachments:
1. Resolution No. 7433
2. Unsigned Agreement - Wall Contractors, LLC
3. Bid Tabulation
4. Location Map

RESOLUTION NO. 7433

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH WALL CONTRACTORS, LLC BASED ON AN INVITATION TO BID FOR THE STREET PAVEMENT REHABILITATION PROGRAM – CHERRY ST. FROM S. EAST ST. TO S. GRAND AVE. 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 Wall Contractors of Denton, Texas, is hereby awarded the bid and the City of Sherman hereby approves the contract with Wall Contractors, LLC, in the amount of Nine Hundred Ninety-Five Thousand One Hundred Twenty-Eight Dollars and Seventy-Five Cents ($995,128.75) for the Street Pavement Rehabilitation Program – Cherry St. from S. East St. to S. Grand Ave.; 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 Wall Contractors, LLC, for the construction of the aforementioned improvements, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____
LINDA ASHBY, CITY CLERK **SHAWN TEAMANN, MAYOR**

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

AGREEMENT

THIS AGREEMENT is by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality (the "CITY"), and WALL CONTRACTORS, LLC, a corporation (the "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to collectively as the "parties" or individually as a "party."

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

Article 1. **WORK**

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

Street Pavement Rehabilitation Program – Cherry St. from S. East St. to S. Grand Ave.

Article 2. **ENGINEER**

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

Article 3. **CONTRACT TIME**

3.1 The Work will be substantially completed and ready for final payment within 210 calendar days from the date when the Contract Time commences to run, as provided in the General Conditions.

3.2 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that CITY will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by CITY if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that CONTRACTOR shall pay CITY $ 420.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by CITY as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein

Article 4. **CONTRACT PRICE**

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

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

Article 5. **PAYMENT PROCEDURES**

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

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

The CITY shall retain 5% of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. When the Work is substantially complete, the retained amount may be reduced to 2%, at the CITY'S discretion.

Article 6. **INTEREST**

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

Article 7. **CONTRACTOR'S REPRESENTATIONS**

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

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions and drawings of physical conditions, if any, which are contained or identified in the Contract Documents, and accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies in addition to, or to supplement, those referred to above, which pertain to the subsurface or physical conditions at or contiguous to the site, or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are, or will be, required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and

assumes responsibility for the accurate location of all Underground Facilities, whether indicated in the Contract Documents, or not. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are, or will be, required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

7.7 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Provisions.

7.8 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

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

8.1 This Agreement
8.2 Advertisement for Bids
8.3 Instructions to Respondents
8.4 Certifications Required by Texas Law
8.5 Suspension and Debarment Certification
8.6 Bid Bond and Bid Bond POA
8.7 Statement of Respondent's Qualifications
8.8 Insurance Requirement Affidavit
8.9 Bid Submittal
8.10 Resolution of Award
8.11 Form 1295, Certificate of Interested Parties
8.12 Certificate of Insurance
8.13 Performance Bond and POA
8.14 Payment Bond and POA
8.15 Notice to Proceed
8.16 Maintenance Bond and POA
8.17 Closeout Documents
8.18 Davis-Bacon Wage Determinations
8.19 Special Provisions
8.20 Technical Specification prepared or issued by City of Sherman dated 10/02/2024
8.21 Drawings, consisting of sheets numbered 0 through 11, inclusive with each sheet bearing the following general title: City of Sherman, Texas, Cherry Street Rehabilitation.
8.22 Addenda numbers 1 to 1, inclusive.

8.23 Documentation submitted by CONTRACTOR prior to Notice of Award, identified as _____

8.24 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

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

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

Article 9. **INDEMNITY**

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

WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

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

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

Article 10. **LIABILITY**

To the fullest extent permitted by law, CONTRACTOR shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of CONTRACTOR under this Agreement, and for any and all damage to CONTRACTOR's equipment and other property. CITY assumes no such responsibility or liability. CITY shall have no such responsibility or liability to either CONTRACTOR or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

Article 11. **TERMINATION**

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

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

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

Article 12. **MISCELLANEOUS**

12.1 Terms used in the Agreement will have the meanings indicated in the Special Provisions.

12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.

12.4 Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

12.5 The parties acknowledge and agree that, in executing and performing this Agreement, CITY has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

12.6 In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

12.7 If either party files any action or brings any proceeding against the other arising from this Agreement, then as between CITY and CONTRACTOR, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

12.8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

12.9 Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

12.10 CONTRACTOR covenants and agrees that CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of CITY; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between CITY and

CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONTRACTOR.

12.11 This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

12.12 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

12.13 CITY and CONTRACTOR each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 13. **OTHER PROVISIONS**

None.

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

CITY: CITY OF SHERMAN, TEXAS	CONTRACTOR: WALL CONTRACTORS, LLC
_____	_____
By: _____	By: _____
Date: _____	Date: _____
	(Corporate Seal)
Attest: _____	Attest: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____

Bid Tabulation

Project: **Street Pavement Rehabilitation Program**

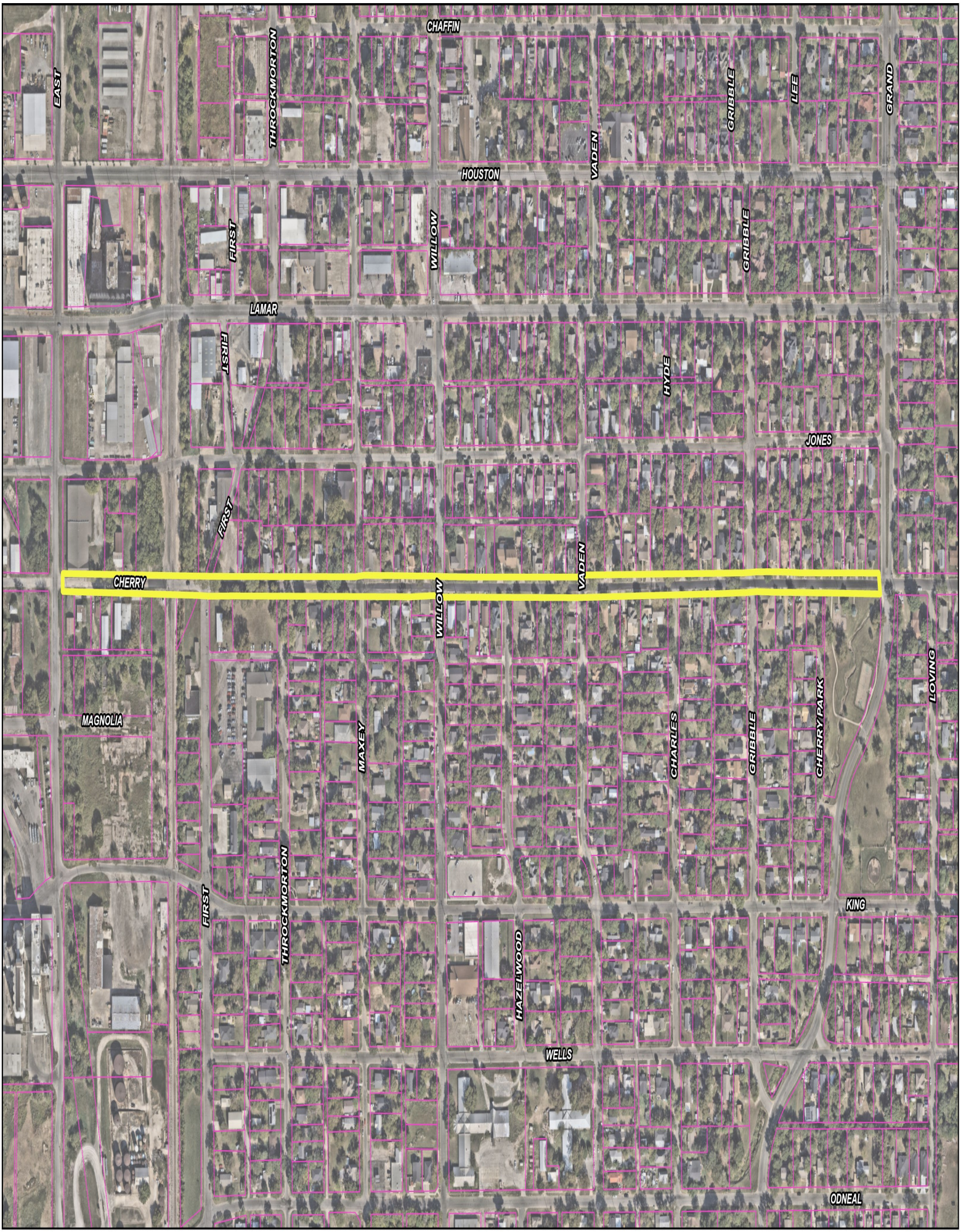
Owner: City of Sherman

Number: 2025-02

Project # 3119 and Bid Number 2025-02

Date: 10/24/2024

Item	Description	Estimated Quantity		Palmer Hall Construction		Wall Contractors, LLC		KDA Industries, Inc.		FNH Construction, LLC	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
01	Mobilization	1	LS	80,000.00	$80,000.00	66,800.00	$66,800.00	18,000.00	$18,000.00	120,000.00	$120,000.00
02	Traffic Control	210	DAY	300.00	$63,000.00	85.00	$17,850.00	125.00	$26,250.00	550.00	$115,500.00
03	SW3P Implementation & Maintenance	1	LS	25,000.00	$25,000.00	19,200.00	$19,200.00	12,500.00	$12,500.00	3,500.00	$3,500.00
04	Demo & Haul Off Existing Asphalt & Concrete Paving (Incl. Curb & Gutter and Driveway/ Sidewalk Panels to be Reconstructed)	10360	SY	15.00	$155,400.00	16.70	$173,012.00	18.00	$186,480.00	20.00	$207,200.00
05	Grade & Stabilize Subgrade (6" min.)	11570	SY	18.00	$208,260.00	15.90	$183,963.00	27.00	$312,390.00	16.00	$185,120.00
06	Construct Concrete Curb & Gutter	7250	LF	16.00	$116,000.00	30.75	$222,937.50	30.00	$217,500.00	65.00	$471,250.00
07	Concrete Driveway & Sidewalk Typ. 4" Depth (Remove & Replace to 5' behind Back of Curb (Typ.))	800	SY	125.00	$100,000.00	120.00	$96,000.00	90.00	$72,000.00	125.00	$100,000.00
08	Adjust Water Valve to Grade	9	EA	750.00	$6,750.00	500.00	$4,500.00	100.00	$900.00	1,150.00	$10,350.00
09	Adjust Manhole to Grade	2	EA	300.00	$600.00	1,000.00	$2,000.00	500.00	$1,000.00	2,500.00	$5,000.00
10	Remove & Replace Inlet	4	EA	3,500.00	$14,000.00	8,600.00	$34,400.00	7,500.00	$30,000.00	16,500.00	$66,000.00
11	Remove Clay Storm Drain Pipe & Replace with RCP at Two Pairs of Grate Inlets	250	LF	200.00	$50,000.00	336.00	$84,000.00	140.00	$35,000.00	250.00	$62,500.00
12	10% Contingency	1	LS		$81,401.00		$90,466.25		$91,202.00		$0.00
	TOTAL BASE BID				$900,411.00		$995,128.75		$1,003,222.00		$1,346,420.00



Sherman Development Engineering Group

Cherry St from East St to Grand Ave

1" = 400'

NORTH

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.3.

Meeting Date: 11/18/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7434

Authorizing Execution of a License Agreement with Three Oaks Development and Construction Company for a license on Property Owned by the City of Sherman Located at the 2400 Block of S. East Street.

Issue:

Authorizing Execution of a License Agreement with Three Oaks Development and Construction Company for a License on Property Owned by the City of Sherman Located at the 2400 Block of S. East Street.

Background:

Three Oaks Development and Construction Company has requested to enter into a license agreement regarding the property at the 2400 Block of S. East Street, which was formerly the Sherman Police shooting range. The City-owned property consists of a 900-square-foot enclosed building secured behind a chain-link fence and gate.

Three Oaks has experienced theft and property damage to their equipment while developing the property. They would like to license the City-owned property to provide a secured yard for their equipment.

In return of the license agreement, Three Oaks has agreed to install and maintain a chain link fence that encloses the property, install a new entrance gate, and repair or replace the HVAC system in the 900-square-foot building so that it is in good working order.

In addition to maintaining the buildings and fences, Three Oaks will maintain the grass and trees in the indicated areas as they begin construction of the initial phase of Shark Tooth Park.

Origination:

Kirk Allen, Three Oaks Development and Construction Company

Financial Consideration:

Three Oaks Development and Construction Company will pay the city $1 per year for the first year and can extend the license agreement for a second year for $1. A deposit of $2,500 will be required from the licensee to initiate the terms of the agreement.

Staff Recommendation:

Staff recommends that the City Council approve the resolution to authorize the execution of the license agreement.

Alternatives:

As may be directed by City Council.

Attachments:

1. Resolution No. 7434
2. License Agreement
3. License Agreement_Partially Executed

RESOLUTION NO. 7434

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH THREE OAKS DEVELOPMENT AND CONSTRUCTION COMPANY FOR A LICENSE AGREEMENT FOR THE USE OF CITY-OWNED PROPERTY AT THE 2400 BLOCK SOUTH EAST STREET RELATED TO THE DEVELOPMENT OF THREE OAKS AND SHARK TOOTH PARK; 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 receipt of a fully executed agreement from Three Oaks Development and Construction Company and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a license agreement with Three Oaks Development and Construction Company for use of city-owned at the 2400 Block South East Street related to the Development of Three Oaks and Shark Tooth Park, in accordance with the City's policies and procedures established for this purpose.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, 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

LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made and entered into by and between the CITY OF SHERMAN, home-rule municipality ("Licensor"), and THREE OAKS DEVELOPMENT AND CONSTRUCTION COMPANY, Texas corporation ("Licensee"), on the terms and conditions set forth herein. Licensor and Licensee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, Licensor hereby licenses to Licensee and Licensee hereby takes from Licensor a portion of real property located at 2400 Block S. East Street in the City of Sherman, Texas, which is depicted in red in Exhibit A, attached hereto (the "Licensed Property"); and

WHEREAS, Licensee desires to enter onto and use the Licensed Property for those uses described in Exhibit B, attached hereto and incorporated herein for all purposes ("Permitted Uses") in support of constructing the project identified as "Three Oaks and Shark Tooth Park Development and Maintenance" (the "Project"); and

WHEREAS, Licensor agrees to grant Licensee a temporary, non-exclusive license for the purpose of entering onto and using the Licensed Property for the Permitted Uses on the terms and conditions set forth below; and

WHEREAS, Licensor finds that it is the best interest of Licensor and its citizens to enter into this Agreement and provide the license as described herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

ARTICLE 1 – LICENSE

1.1 **Grant of License**. Licensor hereby grants Licensee a temporary, non-exclusive license for the Permitted Uses on the Licensed Property during the Term (hereinafter defined) of this Agreement. Licensee's right to enter onto and use the Licensed Property shall be limited solely to the Permitted Uses and none other.

1.2 **No Cost to Licensor**. The parties agree that all costs and expenses associated in any way with Licensee's use of the Licensed Property and performance of Licensee's obligations under this Agreement shall be borne solely by Licensee and that Licensor shall have no monetary obligations under this Agreement whatsoever.

1.3 **Non-Exclusive License**. This License is non-exclusive and is subject to (a) any existing utility, drainage, communication or other facility located in, on or under the Licensed Property owned by Licensor or any utility or communication company, public or private; and (b) any existing lease, license or other interest in the Licensed Property granted by Licensor to any individual, corporation or other entity, public or private.

1.4 **Mechanic's Liens Not Permitted**. Licensee shall fully pay for all labor and materials used in, on or about the Licensed Property and will not permit or suffer any mechanic's or materialmen's liens of any nature to be affixed against the Licensed Property by reason of any work done or materials furnished to the Licensed Property at Licensee's instance or request.

1.5 **Governmental Approvals**. Licensee, at its sole cost and expense, shall be responsible for obtaining and shall obtain any and all licenses, permits, zoning approvals or other approvals from any and all governmental agencies, federal, state or local, required to carry on any activity permitted herein.

1.6 **Security of Licensed Property**. Licensee, at its sole cost and expense, shall provide all necessary security on the Licensed Property. Licensee, at its sole cost and expense, shall erect and maintain in good repair barricades to prohibit public access and use of the Licensed Property.

1.7 **Consideration**. In exchange for the rights granted herein, Licensee shall pay to Licensor a license fee, in advance, in the amount of one and no/100s dollars ($1.00) for each year or portion thereof during the term of this Agreement. In addition, Licensee shall, at its sole cost and expense, do the following: (a) maintain the grounds within the future Shark Tooth Park Tract depicted in green in Exhibit A, by mowing such Tract as needed and when requested by Licensor; (b) install and maintain a chain link fence that fully encloses the Licensed Property; (c) install and maintain a new entrance gate where indicated on Exhibit A; and (d) repair or replace and maintain the HVAC system in the 900 square foot building located on the Licensed Property so that it is in good working order.

1.8 **Deposit**. In addition to the license fee, Licensee shall pay to Licensor a deposit in the amount of Two Thousand Five Hundred and no/100s dollars ($2,500.00) ("Deposit") before the commencement of the Term. If Licensee defaults with respect to any provision of this Agreement, Licensor may, but will not be required to, use, apply or retain all or any part of the Deposit for the payment of any license fee or any other sum in default, or for the payment of any other amount which Licensor may incur or may become obligated to incur by reason of Licensee's default, or to compensate Licensor for any other loss or damage which Licensor may suffer by reason of Licensee's default. If any portion of the Deposit is so used or applied, Licensee will, upon demand therefore, deposit cash with Licensor in an amount sufficient to restore the Deposit to the original amount. If Licensee fully performs every provision of this Agreement to be performed by Licensee, the Deposit will be returned to Licensee within thirty (30) days after the expiration of the Term, less any sums Licensor has deducted pursuant to this section. Licensee will not assign or encumber Licensor's interest in the Deposit and neither Licensor nor Licensor's successors or assigns will be bound by any such attempted assignment or encumbrance of the Deposit.

ARTICLE 2 – MAINTENANCE

2.1 **Maintenance**. Licensee shall use reasonable care during the use of the Licensed Property to avoid damaging any existing improvements and equipment on or about the Licensed Property and any adjacent property owned by or under the control of Licensor. Licensee shall

keep the Licensed Property free of trash and debris. Licensee shall mow the Licensed Property as needed and when requested by Licensor. Licensee shall take all action necessary to control and remediate dust, including sweeping the Licensed Property. Licensee shall not erect any permanent improvements on the Licensed Property or remove any existing improvements other than as required under this Agreement. Licensee shall be wholly responsible for maintaining the Licensed Property during the Term (hereinafter defined) and shall repair any and all damages to the Licensed Property that are sustained during Licensee's use of the Licensed Property ("Licensee Damages"). All repairs shall be made at Licensee's sole cost and expense. Licensor shall have the option of making repairs necessitated by the Licensee Damages if: (a) the Licensee Damages interfere with Licensor's use of the Licensed Property, or the Licensee Damages in any way pose a health or safety risk to the public; and (b) Licensor notifies Licensee of the Licensee Damages and Licensee fails to make the appropriate repairs within five (5) days of receiving notice thereof from Licensor. If Licensor makes the repairs under the provisions of this Section 2.1, Licensor shall send a written invoice to Licensee and take any reasonable action to perform all necessary repairs and assess Licensee for the costs thereof plus interest from the date paid by Licensor to the date of reimbursement by Licensee at the Interest Rate (hereinafter defined). Licensor may elect to use the deposit paid by Licensee for such reimbursement. The term "Interest Rate" shall mean the higher of either (i) the interest rate announced as the "prime rate" by *The Wall Street Journal* plus two (2) percent per annum; or (ii) the highest rate of interest allowed by applicable law. This Article 2 shall survive termination of this Agreement.

2.2 **Clean-Up**. Upon termination of this Agreement and in addition to Licensee's obligations set forth in Section 2.1 above, Licensee shall remove from the Licensed Property all trash, debris, equipment, vehicles, temporary structures, improvements, fencing and any other personal property placed on the Licensed Property by, on behalf of or with the consent of Licensee (collectively, "Licensee's Personal Property"). Should Licensee fail to remove Licensee's Personal Property upon the termination of this Agreement in accordance with this Section 2.2, Licensor may, in its sole discretion, remove and dispose of the same without any liability, whatsoever, to Licensee. Any costs associated with Licensor's removal of Licensee's Personal Property pursuant to this Section 2.2 shall be borne by Licensee.

2.3 **No Alterations**. Licensee shall not make, nor allow to be made, any alterations of any kind to the Licensed Property, except as provided herein and except as otherwise approved in writing by Licensor. Licensee shall not injure or damage in any manner the Licensed Property and shall not cause or permit anything to be done whereby the Licensed Property shall be in any manner injured or damaged.

ARTICLE 3 – TERM AND TERMINATION

3.1 **Term**. Licensee's right to enter onto and use the Licensed Property under this Agreement shall be for a term of 365 days, commencing at 12:01 a.m. on December 1, 2024 and shall expire at 12:01 a.m. on November 30, 2025 ("Term"), at which time this Agreement shall terminate, unless terminated earlier as provided herein or unless the parties mutually agree to a written extension of the Term. No extension of the Term shall be granted or effective unless such extension, if any, is contained in a written modification to this Agreement and duly executed by authorized representatives of Licensor and Licensee.

3.2 **Termination on Default**. Notwithstanding the foregoing, Licensor shall have the right to terminate this Agreement if Licensee fails to perform its obligations under this Agreement by providing five (5) business days' written notice and opportunity to cure such default. If Licensee fails to diligently proceed to cure the default within such time period, Licensor may then terminate this Agreement by sending an additional written notice to Licensee.

3.3 **Termination for Necessity**. Notwithstanding the foregoing, Licensor shall have the right to terminate this Agreement without notice to Licensee in an emergency circumstance that would preclude the safe use of the Licensed Property. On termination of this Agreement under the provisions of this Section 3.3, this Agreement shall be deemed null and void, with Licensor having no other obligations or liability under this Agreement. This provision shall survive termination of the Agreement.

3.4 **Condition on Termination**. On termination of this Agreement, Licensee shall surrender the Licensed Property to Licensor and shall, at its sole cost and expense, restore the Licensed Property to its original condition except for the improvements required to be made to the Licensed Property under this Agreement.

3.5 **Holding Over**. If Licensee or any party claiming by, through or under Licensee fails to surrender the Licensed Property at the expiration of the Term or the earlier termination of this Agreement, the continued occupancy of the Licensed Property shall be that of a tenancy from week to week, terminable by Licensor in accordance with Texas law. Licensee shall pay an amount (on a per week basis without reduction for partial weeks during the holdover) equal to five thousand and no/100s dollars ($5,000.00), payable in advance, for the period of the holdover.

ARTICLE 4 – COMPLIANCE WITH LAWS

4.1 **Compliance with Laws**. Licensee shall, in connection with Licensee's activities on or about the Licensed Property, comply with all applicable laws, rules, codes, regulations, ordinances, government programs and orders by any court or governmental agency (including, without limitation, laws relating to hazardous materials, toxic waste or other substances or materials potentially injurious to health, safety or welfare), as they exist, may be amended or in the future arising, relating to Licensee's use of the Licensed Property. Licensee acknowledges that Licensor has adopted certain rules and regulations covering the use of the Licensed Property and the conduct of persons at or on such Licensed Property, which rules may be amended from time-to-time at Licensor's sole discretion. If Licensee observes that its use and/or occupancy of the Licensed Property is at variance with federal, state and local laws, ordinances and regulations, Licensee shall promptly notify Licensor in writing.

4.2 **Hazardous Materials**. In the event that any hazardous material, toxic waste or other substance or material potentially injurious to health, safety or welfare is spilled, deposited, placed or dumped on the Licensed Property during or in connection with Licensee's use of the Licensed Property, Licensee shall immediately notify Licensor of the nature and extent of such event and shall, at Licensee's sole cost and expense, promptly remedy the condition to Licensor's satisfaction.

ARTICLE 5 – LIABILITY

5.1 **Liability**. Licensor shall not be liable or responsible for maintaining or improving the Licensed Property and makes no representation about its safety, security, condition or suitability for intended use. Licensor shall not be liable or responsible for any damage or injury to persons or property during Licensee's use of the Licensed Property, whether the damage or injury is caused by or results from: (a) fire, electricity, water, wind or other weather conditions; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, lighting fixtures or any other cause; (c) conditions arising on or about the Licensed Property, or from other sources or places; or (d) any act or omission of Licensee. Licensee assumes full responsibility for the conduct of any and all persons on or about the Licensed Property during Licensee's use of the Licensed Property.

5.2 **Disclaimer/Waiver of Damages/Liability**.

(a) Licensee acknowledges and agrees that Licensor is not providing any guarantee, representation or warranty, and Licensor hereby disclaims any guarantee, representation or warranty: (i) of the condition or suitability of the Licensed Property, in whole or in part, for the Permitted Uses; or (ii) that Licensee's Personal Property will not be damaged, stolen or in any other way compromised while the same is located on the Licensed Property.

(b) **LICENSEE HEREBY RELEASES LICENSOR FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS AND/OR DEMANDS FOR DAMAGES (PERSONAL OR PROPERTY), INJURY (INCLUDING DEATH) OR OTHERWISE, IT MAY HAVE WITH REGARD TO LICENSEE'S USE AND/OR OCCUPANCY OF THE LICENSED PROPERTY AS SET FORTH HEREIN.**

(c) Licensee agrees that Licensor shall not, under any circumstance, be liable and/or responsible for any claim, demand and/or judgment for damages (personal or property), injury (including death), or otherwise, which may, directly or indirectly, in whole or in part, result from Licensee's use and/or occupancy of the Licensed Property whatsoever.

ARTICLE 6 – INSURANCE

6.1 **Licensee's Insurance Requirements**. Licensee shall not enter onto or use the Licensed Property until Licensee has obtained, at Licensee's expense, all of the insurance required hereunder and such insurance has been approved by Licensor. Licensee shall procure and maintain: (1) General Liability insurance for personal injury (including death) and property damage with a minimum of Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in the aggregate, including products coverage; (2) automobile liability insurance covering owned, non-owned and hired automobiles providing minimum limits of $1,000,000 per accident, property damage and bodily injury combined; and (3) all insurance or other coverage required by federal, state and local laws or regulations. Any contractor of Licensee shall be required to carry the same insurance as Licensee. Licensee shall deliver to Licensor the certificate of insurance and all endorsement(s) evidencing the requirements set forth herein simultaneously with its execution of this Agreement.

(a) All insurance and certificate(s) of insurance shall contain the following provisions:

(i) Name Licensor, its officers, agents, representatives and employees, as additional insureds as to all applicable coverage with the exception of workers' compensation insurance.

(ii) Provide for at least thirty (30) days prior written notice to Licensor for any cancellation, non-renewal or material change of the insurance on the face of the certificate(s).

(iii) Provide for a waiver of subrogation against Licensor for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

(iv) Include all endorsements applicable to each policy and be endorsed to cover Licensee's agreement to indemnify Licensor as set out in this Agreement.

(v) Include the following provisions: (1) severability of interests; and (2) an act or omission of one of the insureds or additional insureds that would void or otherwise reduce coverage shall not reduce or void the coverage as to the other insureds.

(b) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

ARTICLE 7 – INDEMNITY

7.1 **INDEMNIFICATION. IN CONSIDERATION OF LICENSOR ENTERING INTO THIS AGREEMENT AND GRANTING LICENSEE THE RIGHTS AND PRIVILEGES CONTAINED HEREIN, LICENSEE DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS LICENSOR AND THE CITY OF SHERMAN, TEXAS FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), ARISING OUT OF LICENSEE'S USE OR OCCUPANCY OF THE LICENSED PROPERTY AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACTS OR OMISSIONS OF LICENSEE (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST LICENSOR BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN LICENSEE AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE LICENSEE, INCLUDING, BUT NOT LIMITED**

TO, ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS' COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

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

THIS ARTICLE 7 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 8 – NOTICE

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

If to Licensor, addressed to it at:
City of Sherman
Attn: City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7327
Email: robbyh@cityofsherman.com

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn: Ryan D. Pittman

1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

If to Licensee, addressed to it at:

Three Oaks Development and Construction Company
Attn: Kirk Allen
1313 W. Washington Street
Sherman, Texas 75092
Telephone: 972-672-7793
Email: kirkallen@yahoo.com

ARTICLE 9 – MISCELLANEOUS PROVISIONS

9.1 **Findings Incorporated**. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of Licensor and Licensee.

9.2 **Relationship of Parties**. The parties do not intend that this Agreement be construed as creating a principal and agent relationship, partnership, joint venture or any association between the parties, it being understood and agreed that none of the provisions contained herein or any acts of the parties in the performance of their respective obligations hereunder shall be deemed to create any relationship between the parties other than the relationship of licensor and licensee. It is understood and agreed that this Agreement does not appoint either party as an agent of the other for any purpose whatsoever. Neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

9.3 **Licensee's Warranties/Representations**. All warranties, representations and covenants made by Licensee to Licensor in this Agreement or in any certificate or other instrument delivered by Licensee to Licensor under this Agreement shall be considered to have been relied upon by Licensor and will survive the termination of this Agreement, regardless of any investigation made by Licensor. No warranty, representation or guaranty, either express or implied, is made by Licensor for a continuous and adequate water supply or sewage outlets for the benefit of Licensee, and Licensor shall have no responsibility or liability for supplying water or sewage to the Licensed Property.

9.4 **Entire Agreement**. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

9.5 **Governing Law; Venue**. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive

venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

9.6 **Consideration**. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

9.7 **Counterparts**. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail signature will also be deemed to constitute an original if properly executed.

9.8 **Authority to Execute**. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined) of this Agreement.

9.9 **Savings/Severability**. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

9.10 **Representations**. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

9.11 **No Third Party Beneficiaries**. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

9.12 **Assignment**. This Agreement is not assignable by Licensee without the express written consent of Licensor.

9.13 **Indemnification**. The parties agree that the Indemnity provisions set forth in Article 7 herein are conspicuous, and the parties have read and understood the same.

9.14 **Waiver**. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance.

9.15 **Immunity**. The parties acknowledge and agree that, in executing and performing this Agreement, Licensor has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be

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

9.16 **Reference to Licensee**. When referring to "Licensee" herein, this Agreement shall refer to and be binding upon Licensee, and its officers, directors, partners, employees, representatives, contractors, subcontractors, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, contractors, subcontractors, invitees, volunteers and/or another other third parties for whom such Licensee is legally responsible.

9.17 **Reference to Licensor**. When referring to "Licensor" herein, this Agreement shall refer to and be binding upon Licensor, and its City Council Members, officers, agents, representatives, employees and/or any other third parties for whom Licensor is legally responsible.

9.18 **Non-Dedication**. The parties hereby agree that this Agreement (i) is a revocable license that shall not be recorded by either party, (ii) does not convey any interest in the Property, and (iii) shall not be construed in any event as an easement.

9.19 **Miscellaneous Drafting Provisions**. This Agreement shall be deemed drafted equally by the parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

[*Signature page follows*.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

LICENSOR:

CITY OF SHERMAN,
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

LICENSEE:

THREE OAKS DEVELOPMENT AND CONSTRUCTION COMPANY
a Texas corporation

By: _____
Kirk Allen
Date:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Kirk Allen, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the _____ and duly authorized representative of THREE OAKS DEVELOPMENT AND CONSTRUCTION COMPANY, a Texas corporation, and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2024.

_____
Notary Public, State of Texas
My Commission Expires:_____

EXHIBIT A
Licensed Property

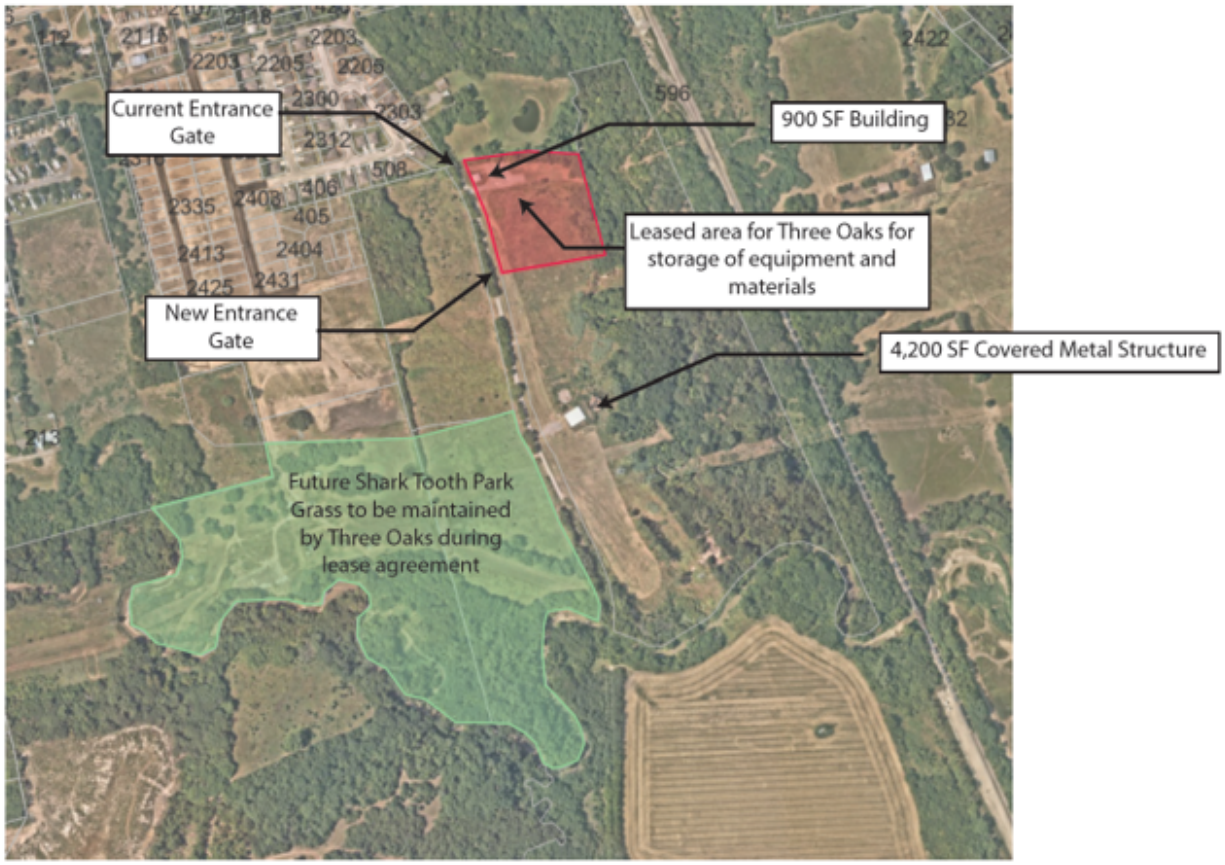


EXHIBIT B
Permitted Uses

1. Licensee agrees to possess and occupy the Licensed Property continuously throughout the term of the Agreement solely for the purpose of locating and storing construction equipment and materials associated with the Project pursuant to the terms and provisions of this Agreement, and for no other use or purpose.

LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made and entered into by and between the CITY OF SHERMAN, home-rule municipality ("Licensor"), and THREE OAKS DEVELOPMENT AND CONSTRUCTION COMPANY, Texas corporation ("Licensee"), on the terms and conditions set forth herein. Licensor and Licensee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, Licensor hereby licenses to Licensee and Licensee hereby takes from Licensor a portion of real property located at 2400 Block S. East Street in the City of Sherman, Texas, which is depicted in red in Exhibit A, attached hereto (the "Licensed Property"); and

WHEREAS, Licensee desires to enter onto and use the Licensed Property for those uses described in Exhibit B, attached hereto and incorporated herein for all purposes ("Permitted Uses") in support of constructing the project identified as "Three Oaks and Shark Tooth Park Development and Maintenance" (the "Project"); and

WHEREAS, Licensor agrees to grant Licensee a temporary, non-exclusive license for the purpose of entering onto and using the Licensed Property for the Permitted Uses on the terms and conditions set forth below; and

WHEREAS, Licensor finds that it is the best interest of Licensor and its citizens to enter into this Agreement and provide the license as described herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

ARTICLE 1 – LICENSE

1.1 **Grant of License**. Licensor hereby grants Licensee a temporary, non-exclusive license for the Permitted Uses on the Licensed Property during the Term (hereinafter defined) of this Agreement. Licensee's right to enter onto and use the Licensed Property shall be limited solely to the Permitted Uses and none other.

1.2 **No Cost to Licensor**. The parties agree that all costs and expenses associated in any way with Licensee's use of the Licensed Property and performance of Licensee's obligations under this Agreement shall be borne solely by Licensee and that Licensor shall have no monetary obligations under this Agreement whatsoever.

1.3 **Non-Exclusive License**. This License is non-exclusive and is subject to (a) any existing utility, drainage, communication or other facility located in, on or under the Licensed Property owned by Licensor or any utility or communication company, public or private; and (b) any existing lease, license or other interest in the Licensed Property granted by Licensor to any individual, corporation or other entity, public or private.

1.4 **Mechanic's Liens Not Permitted**. Licensee shall fully pay for all labor and materials used in, on or about the Licensed Property and will not permit or suffer any mechanic's or materialmen's liens of any nature to be affixed against the Licensed Property by reason of any work done or materials furnished to the Licensed Property at Licensee's instance or request.

1.5 **Governmental Approvals**. Licensee, at its sole cost and expense, shall be responsible for obtaining and shall obtain any and all licenses, permits, zoning approvals or other approvals from any and all governmental agencies, federal, state or local, required to carry on any activity permitted herein.

1.6 **Security of Licensed Property**. Licensee, at its sole cost and expense, shall provide all necessary security on the Licensed Property. Licensee, at its sole cost and expense, shall erect and maintain in good repair barricades to prohibit public access and use of the Licensed Property.

1.7 **Consideration**. In exchange for the rights granted herein, Licensee shall pay to Licensor a license fee, in advance, in the amount of one and no/100s dollars ($1.00) for each year or portion thereof during the term of this Agreement. In addition, Licensee shall, at its sole cost and expense, do the following: (a) maintain the grounds within the future Shark Tooth Park Tract depicted in green in Exhibit A, by mowing such Tract as needed and when requested by Licensor; (b) install and maintain a chain link fence that fully encloses the Licensed Property; (c) install and maintain a new entrance gate where indicated on Exhibit A; and (d) repair or replace and maintain the HVAC system in the 900 square foot building located on the Licensed Property so that it is in good working order.

1.8 **Deposit**. In addition to the license fee, Licensee shall pay to Licensor a deposit in the amount of Two Thousand Five Hundred and no/100s dollars ($2,500.00) ("Deposit") before the commencement of the Term. If Licensee defaults with respect to any provision of this Agreement, Licensor may, but will not be required to, use, apply or retain all or any part of the Deposit for the payment of any license fee or any other sum in default, or for the payment of any other amount which Licensor may incur or may become obligated to incur by reason of Licensee's default, or to compensate Licensor for any other loss or damage which Licensor may suffer by reason of Licensee's default. If any portion of the Deposit is so used or applied, Licensee will, upon demand therefore, deposit cash with Licensor in an amount sufficient to restore the Deposit to the original amount. If Licensee fully performs every provision of this Agreement to be performed by Licensee, the Deposit will be returned to Licensee within thirty (30) days after the expiration of the Term, less any sums Licensor has deducted pursuant to this section. Licensee will not assign or encumber Licensor's interest in the Deposit and neither Licensor nor Licensor's successors or assigns will be bound by any such attempted assignment or encumbrance of the Deposit.

ARTICLE 2 – MAINTENANCE

2.1 **Maintenance**. Licensee shall use reasonable care during the use of the Licensed Property to avoid damaging any existing improvements and equipment on or about the Licensed Property and any adjacent property owned by or under the control of Licensor. Licensee shall

keep the Licensed Property free of trash and debris. Licensee shall mow the Licensed Property as needed and when requested by Licensor. Licensee shall take all action necessary to control and remediate dust, including sweeping the Licensed Property. Licensee shall not erect any permanent improvements on the Licensed Property or remove any existing improvements other than as required under this Agreement. Licensee shall be wholly responsible for maintaining the Licensed Property during the Term (hereinafter defined) and shall repair any and all damages to the Licensed Property that are sustained during Licensee's use of the Licensed Property ("Licensee Damages"). All repairs shall be made at Licensee's sole cost and expense. Licensor shall have the option of making repairs necessitated by the Licensee Damages if: (a) the Licensee Damages interfere with Licensor's use of the Licensed Property, or the Licensee Damages in any way pose a health or safety risk to the public; and (b) Licensor notifies Licensee of the Licensee Damages and Licensee fails to make the appropriate repairs within five (5) days of receiving notice thereof from Licensor. If Licensor makes the repairs under the provisions of this Section 2.1, Licensor shall send a written invoice to Licensee and take any reasonable action to perform all necessary repairs and assess Licensee for the costs thereof plus interest from the date paid by Licensor to the date of reimbursement by Licensee at the Interest Rate (hereinafter defined). Licensor may elect to use the deposit paid by Licensee for such reimbursement. The term "Interest Rate" shall mean the higher of either (i) the interest rate announced as the "prime rate" by *The Wall Street Journal* plus two (2) percent per annum; or (ii) the highest rate of interest allowed by applicable law. This Article 2 shall survive termination of this Agreement.

2.2 **Clean-Up**. Upon termination of this Agreement and in addition to Licensee's obligations set forth in Section 2.1 above, Licensee shall remove from the Licensed Property all trash, debris, equipment, vehicles, temporary structures, improvements, fencing and any other personal property placed on the Licensed Property by, on behalf of or with the consent of Licensee (collectively, "Licensee's Personal Property"). Should Licensee fail to remove Licensee's Personal Property upon the termination of this Agreement in accordance with this Section 2.2, Licensor may, in its sole discretion, remove and dispose of the same without any liability, whatsoever, to Licensee. Any costs associated with Licensor's removal of Licensee's Personal Property pursuant to this Section 2.2 shall be borne by Licensee.

2.3 **No Alterations**. Licensee shall not make, nor allow to be made, any alterations of any kind to the Licensed Property, except as provided herein and except as otherwise approved in writing by Licensor. Licensee shall not injure or damage in any manner the Licensed Property and shall not cause or permit anything to be done whereby the Licensed Property shall be in any manner injured or damaged.

ARTICLE 3 – TERM AND TERMINATION

3.1 **Term**. Licensee's right to enter onto and use the Licensed Property under this Agreement shall be for a term of 365 days, commencing at 12:01 a.m. on December 1, 2024 and shall expire at 12:01 a.m. on November 30, 2025 ("Term"), at which time this Agreement shall terminate, unless terminated earlier as provided herein or unless the parties mutually agree to a written extension of the Term. No extension of the Term shall be granted or effective unless such extension, if any, is contained in a written modification to this Agreement and duly executed by authorized representatives of Licensor and Licensee.

3.2 **Termination on Default**. Notwithstanding the foregoing, Licensor shall have the right to terminate this Agreement if Licensee fails to perform its obligations under this Agreement by providing five (5) business days' written notice and opportunity to cure such default. If Licensee fails to diligently proceed to cure the default within such time period, Licensor may then terminate this Agreement by sending an additional written notice to Licensee.

3.3 **Termination for Necessity**. Notwithstanding the foregoing, Licensor shall have the right to terminate this Agreement without notice to Licensee in an emergency circumstance that would preclude the safe use of the Licensed Property. On termination of this Agreement under the provisions of this Section 3.3, this Agreement shall be deemed null and void, with Licensor having no other obligations or liability under this Agreement. This provision shall survive termination of the Agreement.

3.4 **Condition on Termination**. On termination of this Agreement, Licensee shall surrender the Licensed Property to Licensor and shall, at its sole cost and expense, restore the Licensed Property to its original condition except for the improvements required to be made to the Licensed Property under this Agreement.

3.5 **Holding Over**. If Licensee or any party claiming by, through or under Licensee fails to surrender the Licensed Property at the expiration of the Term or the earlier termination of this Agreement, the continued occupancy of the Licensed Property shall be that of a tenancy from week to week, terminable by Licensor in accordance with Texas law. Licensee shall pay an amount (on a per week basis without reduction for partial weeks during the holdover) equal to five thousand and no/100s dollars ($5,000.00), payable in advance, for the period of the holdover.

ARTICLE 4 – COMPLIANCE WITH LAWS

4.1 **Compliance with Laws**. Licensee shall, in connection with Licensee's activities on or about the Licensed Property, comply with all applicable laws, rules, codes, regulations, ordinances, government programs and orders by any court or governmental agency (including, without limitation, laws relating to hazardous materials, toxic waste or other substances or materials potentially injurious to health, safety or welfare), as they exist, may be amended or in the future arising, relating to Licensee's use of the Licensed Property. Licensee acknowledges that Licensor has adopted certain rules and regulations covering the use of the Licensed Property and the conduct of persons at or on such Licensed Property, which rules may be amended from time-to-time at Licensor's sole discretion. If Licensee observes that its use and/or occupancy of the Licensed Property is at variance with federal, state and local laws, ordinances and regulations, Licensee shall promptly notify Licensor in writing.

4.2 **Hazardous Materials**. In the event that any hazardous material, toxic waste or other substance or material potentially injurious to health, safety or welfare is spilled, deposited, placed or dumped on the Licensed Property during or in connection with Licensee's use of the Licensed Property, Licensee shall immediately notify Licensor of the nature and extent of such event and shall, at Licensee's sole cost and expense, promptly remedy the condition to Licensor's satisfaction.

ARTICLE 5 – LIABILITY

5.1 **Liability**. Licensor shall not be liable or responsible for maintaining or improving the Licensed Property and makes no representation about its safety, security, condition or suitability for intended use. Licensor shall not be liable or responsible for any damage or injury to persons or property during Licensee's use of the Licensed Property, whether the damage or injury is caused by or results from: (a) fire, electricity, water, wind or other weather conditions; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, lighting fixtures or any other cause; (c) conditions arising on or about the Licensed Property, or from other sources or places; or (d) any act or omission of Licensee. Licensee assumes full responsibility for the conduct of any and all persons on or about the Licensed Property during Licensee's use of the Licensed Property.

5.2 **Disclaimer/Waiver of Damages/Liability**.

(a) Licensee acknowledges and agrees that Licensor is not providing any guarantee, representation or warranty, and Licensor hereby disclaims any guarantee, representation or warranty: (i) of the condition or suitability of the Licensed Property, in whole or in part, for the Permitted Uses; or (ii) that Licensee's Personal Property will not be damaged, stolen or in any other way compromised while the same is located on the Licensed Property.

(b) **LICENSEE HEREBY RELEASES LICENSOR FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS AND/OR DEMANDS FOR DAMAGES (PERSONAL OR PROPERTY), INJURY (INCLUDING DEATH) OR OTHERWISE, IT MAY HAVE WITH REGARD TO LICENSEE'S USE AND/OR OCCUPANCY OF THE LICENSED PROPERTY AS SET FORTH HEREIN.**

(c) Licensee agrees that Licensor shall not, under any circumstance, be liable and/or responsible for any claim, demand and/or judgment for damages (personal or property), injury (including death), or otherwise, which may, directly or indirectly, in whole or in part, result from Licensee's use and/or occupancy of the Licensed Property whatsoever.

ARTICLE 6 – INSURANCE

6.1 **Licensee's Insurance Requirements**. Licensee shall not enter onto or use the Licensed Property until Licensee has obtained, at Licensee's expense, all of the insurance required hereunder and such insurance has been approved by Licensor. Licensee shall procure and maintain: (1) General Liability insurance for personal injury (including death) and property damage with a minimum of Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in the aggregate, including products coverage; (2) automobile liability insurance covering owned, non-owned and hired automobiles providing minimum limits of $1,000,000 per accident, property damage and bodily injury combined; and (3) all insurance or other coverage required by federal, state and local laws or regulations. Any contractor of Licensee shall be required to carry the same insurance as Licensee. Licensee shall deliver to Licensor the certificate of insurance and all endorsement(s) evidencing the requirements set forth herein simultaneously with its execution of this Agreement.

(a) All insurance and certificate(s) of insurance shall contain the following provisions:

(i) Name Licensor, its officers, agents, representatives and employees, as additional insureds as to all applicable coverage with the exception of workers' compensation insurance.

(ii) Provide for at least thirty (30) days prior written notice to Licensor for any cancellation, non-renewal or material change of the insurance on the face of the certificate(s).

(iii) Provide for a waiver of subrogation against Licensor for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

(iv) Include all endorsements applicable to each policy and be endorsed to cover Licensee's agreement to indemnify Licensor as set out in this Agreement.

(v) Include the following provisions: (1) severability of interests; and (2) an act or omission of one of the insureds or additional insureds that would void or otherwise reduce coverage shall not reduce or void the coverage as to the other insureds.

(b) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

ARTICLE 7 – INDEMNITY

7.1 **INDEMNIFICATION. IN CONSIDERATION OF LICENSOR ENTERING INTO THIS AGREEMENT AND GRANTING LICENSEE THE RIGHTS AND PRIVILEGES CONTAINED HEREIN, LICENSEE DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS LICENSOR AND THE CITY OF SHERMAN, TEXAS FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), ARISING OUT OF LICENSEE'S USE OR OCCUPANCY OF THE LICENSED PROPERTY AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACTS OR OMISSIONS OF LICENSEE (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST LICENSOR BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN LICENSEE AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE LICENSEE, INCLUDING, BUT NOT LIMITED**

TO, ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS' COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

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

THIS ARTICLE 7 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 8 – NOTICE

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

If to Licensor, addressed to it at:
City of Sherman
Attn: City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7327
Email: robbyh@cityofsherman.com

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn: Ryan D. Pittman

1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

If to Licensee, addressed to it at:

Three Oaks Development and Construction Company
Attn: Kirk Allen
1313 W. Washington Street
Sherman, Texas 75092
Telephone: 972-672-7793
Email: kirkallen@yahoo.com

ARTICLE 9 – MISCELLANEOUS PROVISIONS

9.1 **Findings Incorporated**. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of Licensor and Licensee.

9.2 **Relationship of Parties**. The parties do not intend that this Agreement be construed as creating a principal and agent relationship, partnership, joint venture or any association between the parties, it being understood and agreed that none of the provisions contained herein or any acts of the parties in the performance of their respective obligations hereunder shall be deemed to create any relationship between the parties other than the relationship of licensor and licensee. It is understood and agreed that this Agreement does not appoint either party as an agent of the other for any purpose whatsoever. Neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

9.3 **Licensee's Warranties/Representations**. All warranties, representations and covenants made by Licensee to Licensor in this Agreement or in any certificate or other instrument delivered by Licensee to Licensor under this Agreement shall be considered to have been relied upon by Licensor and will survive the termination of this Agreement, regardless of any investigation made by Licensor. No warranty, representation or guaranty, either express or implied, is made by Licensor for a continuous and adequate water supply or sewage outlets for the benefit of Licensee, and Licensor shall have no responsibility or liability for supplying water or sewage to the Licensed Property.

9.4 **Entire Agreement**. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

9.5 **Governing Law; Venue**. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive

venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

9.6 **Consideration**. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

9.7 **Counterparts**. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail signature will also be deemed to constitute an original if properly executed.

9.8 **Authority to Execute**. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined) of this Agreement.

9.9 **Savings/Severability**. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

9.10 **Representations**. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

9.11 **No Third Party Beneficiaries**. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

9.12 **Assignment**. This Agreement is not assignable by Licensee without the express written consent of Licensor.

9.13 **Indemnification**. The parties agree that the Indemnity provisions set forth in Article 7 herein are conspicuous, and the parties have read and understood the same.

9.14 **Waiver**. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance.

9.15 **Immunity**. The parties acknowledge and agree that, in executing and performing this Agreement, Licensor has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be

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

9.16 **Reference to Licensee**. When referring to "Licensee" herein, this Agreement shall refer to and be binding upon Licensee, and its officers, directors, partners, employees, representatives, contractors, subcontractors, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, contractors, subcontractors, invitees, volunteers and/or another other third parties for whom such Licensee is legally responsible.

9.17 **Reference to Licensor**. When referring to "Licensor" herein, this Agreement shall refer to and be binding upon Licensor, and its City Council Members, officers, agents, representatives, employees and/or any other third parties for whom Licensor is legally responsible.

9.18 **Non-Dedication**. The parties hereby agree that this Agreement (i) is a revocable license that shall not be recorded by either party, (ii) does not convey any interest in the Property, and (iii) shall not be construed in any event as an easement.

9.19 **Miscellaneous Drafting Provisions**. This Agreement shall be deemed drafted equally by the parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

[*Signature page follows.*]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

LICENSOR:

CITY OF SHERMAN,
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

LICENSEE:

THREE OAKS DEVELOPMENT AND CONSTRUCTION COMPANY
a Texas corporation

By: _____
Kirk Allen
Date: 11/12/2024

STATE OF TEXAS §
§
COUNTY OF Grayson §

BEFORE ME, the undersigned authority, on this day personally appeared Kirk Allen, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the owner and duly authorized representative of THREE OAKS DEVELOPMENT AND CONSTRUCTION COMPANY, a Texas corporation, and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th day of November, 2024.

AMBER DOAN
NOTARY PUBLIC
STATE OF TEXAS
ID # 124678376
My Comm. Expires 09-12-2028

_____
Notary Public, State of Texas
My Commission Expires: 09/12/2028

AMBER DOAN
NOTARY PUBLIC
STATE OF TEXAS
ID # 124678376
My Comm. Expires 09-12-2028

EXHIBIT A
Licensed Property

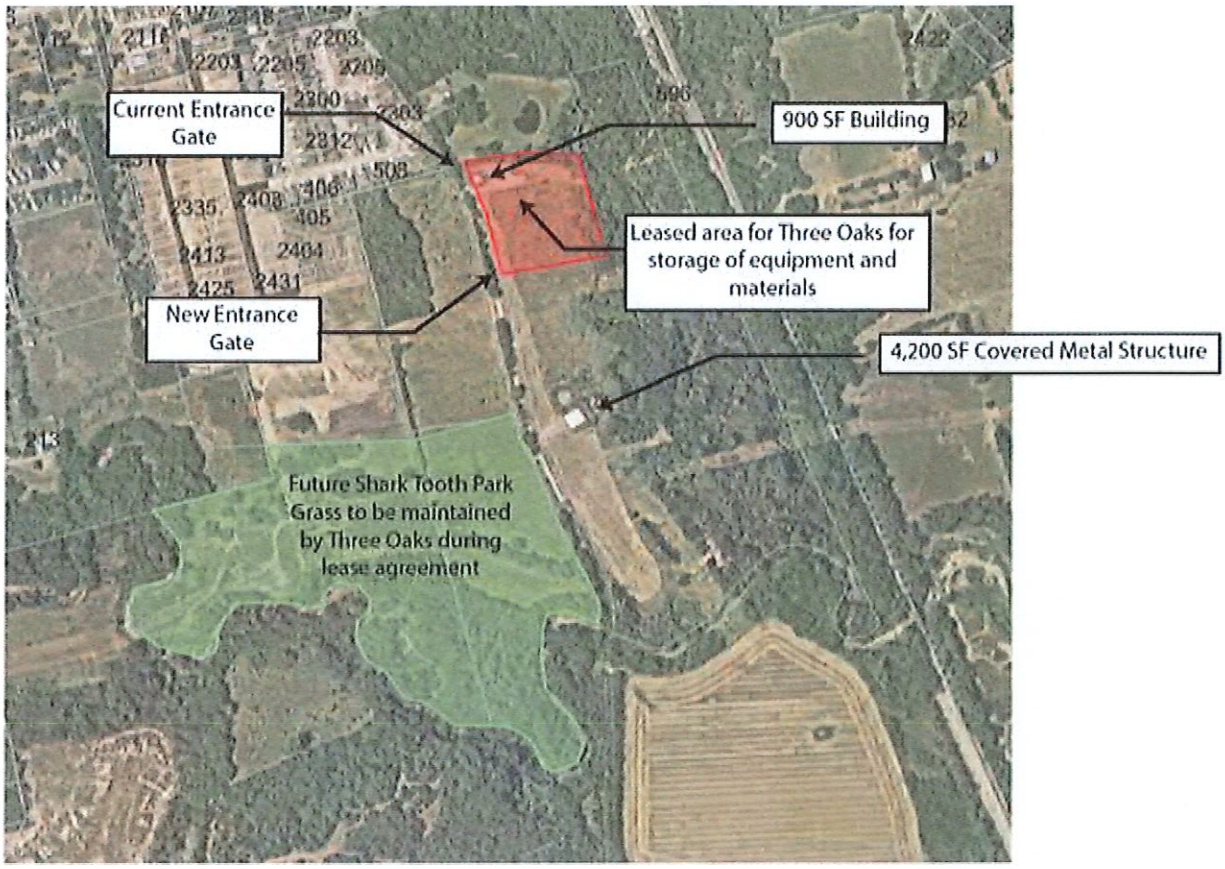


EXHIBIT B
Permitted Uses

1. Licensee agrees to possess and occupy the Licensed Property continuously throughout the term of the Agreement solely for the purpose of locating and storing construction equipment and materials associated with the Project pursuant to the terms and provisions of this Agreement, and for no other use or purpose.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.4.

Meeting Date: 11/18/2024

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7435

Approving the Greater Texoma Utility Authority's Intention to Contract with Viking Painting LLC, for the Stephens PS and GST Facility Improvements

Issue:

To consider awarding a bid to and authorizing execution of a contract with Viking Painting, LLC. of LaVista, Nebraska, based on an invitation to bid for the Sherman Stephens PS and GST Facility Improvements project.

Background:

During a recent inspection, the ground storage tank was found to be deficient and in need of rehabilitation.

Improvements will consist primarily of sand blasting and coating of the exterior and interior of the tank, replacing two pumps and motors and associated check and gate valves, new exterior drain pipe, replacement of safety components as necessary, replacing the ladder and access hatch as warranted, tank lighting, and recoating exterior piping and valves. The Engineer recommends awarding to this contractor.

Two (2) bidders responded to the request for bids at a public bid opening held on October 30, 2024. The lowest, responsible, responsive bid in the amount of $1,499,000.00 was submitted by Viking Painting LLC. of LaVista, Nebraska. A bid tabulation is attached.

Origination:

Engineering Department

Financial Consideration:

Funding will be through the 2024A GTUA Open Market Bonds.

Staff Recommendation:

It is recommended that the bid be awarded for the Sherman Stephens PS and GST Facility Improvements to Viking Painting, LLC.in the amount of $1,499,000.00, concurrent to GTUA award. It is also recommended that the City Manager be authorized to execute the required contract documents.

Alternatives:

As may be directed by City Council

Attachments:

1. Resolution No. 7435
2. Recommendation of Award
3. Bid Tab
4. Agreement
5. Project map

RESOLUTION NO. 7435

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH VIKING PAINTING LLC, FOR THE STEPHENS PS AND GST FACILITY IMPROVEMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City of Sherman hereby approves the Greater Texoma Utility Authority's intention to contract with Viking Painting LLC, for Stephens PS and GST Facility Improvements in the amount of One Million Four Hundred Ninety-Nine Thousand Dollars and Zero Cents ($1,499,000.00).

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

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

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, 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

3000 Internet Blvd
Suite 400
Frisco, TX 75034

TEL 972.377.7480
FAX 972.377.8380

www.GarverUSA.com

November 6th, 2024

City of Sherman Engineering
Attn: Tom Pruitt, PE
220 W Mulberry St.
Sherman, TX 75090

Greater Texoma Utility Authority
Attn: Paul Sigle and Nichole Murphy
5100 Airport Dr.
Denison, TX 75020

Re: City of Sherman
Stephens PS and GST Facility Improvements
Recommendation of Award

To whom it may concern:

Bids were received for the “Sherman Stephens PS and GST Facility Improvements” project at the Sherman City Hall at 3:00 PM on October 30th, 2024. A total of two bidders submitted bids on the project. A summary of the bid results can be found in the attached bid tabulation.

Viking Painting, LLC submitted the low bid for the project in the amount of $1,499,000. This bid includes the Owner’s Contingency Allowance as specified at $150,000. This bid also includes Additive Bid Alternate 1 – Cathodic Protection in the amount of $33,900, bringing the bid amount with this alternate included to $1,533,100.

We believe that the base bid, not including Additive Bid Alternate 1, submitted by Viking Painting, LLC represents a good value for the City of Sherman. We recommend that the construction contract for the "Sherman Stephens PS and GST Facility Improvements" be awarded to Viking Painting, LLC for the base bid amount of $1,499,000.

Please call me if you have any questions.

Sincerely,
GARVER, LLC

Lance Klement

Lance Klement, P.E.
Senior Project Manager

Attachments: Bid Tabulation

CITY OF SHERMAN
PROJECT NAME: SHERMAN STEPHENS PS AND GST FACILITY IMPROVEMENTS
GARVER PROJECT NO: 2400726
BID PROPOSAL FORM: ORIGINAL
BIDS RECEIVED: OCTOBER 30, 2024 3:00 PM

				Viking Painting, LLC		GDC Industries	
ITEM	QTY	UNITS	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	1	LS	All Work as defined in the Contract Documents, except those listed separately below	$ 1,336,100.00	**$ 1,336,100.00**	$ 4,142,838.00	**$ 4,142,838.00**
2	1	LS	Spot locate and verify all existing utility locations between electrical building and the ground storage tank and high service pumps, for the lump sum of:	$ 4,700.00	**$ 4,700.00**	$ -	**$ -**
3	50	LS	Contingency Allowance for up to fifty (50) spot repairs of pitted areas on the tank structure, for the cost per each of:	$ 70.00	**$ 3,500.00**	$ 300.00	**$ 15,000.00**
4	700	LS	Contingency Allowance for removal and disposal of up to seven hundred (700) cubic feet of sediment from the interior of the tank, for the cost per cubic foot of:	$ 7.00	**$ 4,900.00**	$ 42.857	**$ 29,999.90**
5	1	LS	Contingency Allowance 1 for Work Change Directives (miscellaneous work on a change authorization basis) required during completion of the Project to be used solely at the discretion of the Owner and Engineer, for the lump sum of: One-Hundred and fifty-thousand dollars.	$ 150,000.00	**$ 150,000.00**	$ 150,000.00	**$ 150,000.00**
TOTAL BASE BID AMOUNTS					**$ 1,499,200.00**		**$ 4,337,837.90**

ADDITIVE BID ALTERNATE							
ITEM	QTY	UNITS	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
AB1	1	LS	Cathodic Protection Additive Bid Alternate	$ 33,900.00	**$ 33,900.00**	$ 176,438.00	**$ 176,438.00**

TOTAL BASE BID AMOUNT	**$ 1,465,300.00**	**$ 4,161,399.90**
TOTAL BASE BID AMOUNT WITH AB1	**$ 1,533,100.00**	**$ 4,514,275.90**

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

This Agreement is by and between the **Greater Texoma Utility Authority (GTUA) on behalf of the City Of Sherman**, and Viking Paintings, LLC, a Nebraska corporation (the "Contractor"). GTUA and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

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

ARTICLE 1—WORK

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

Sherman Stephens PS and GST Improvements

ARTICLE 2—ENGINEER

2.01 The Project has been designed by Garver, LLC in Frisco, Texas, who is hereinafter called Engineer and who is to act as GTUA'S representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3—CONTRACT TIMES

3.01 The Work must be substantially complete by **August 19, 2025** as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by **September 19, 2025**.

3.02 Liquidated Damages. GTUA and Contractor recognize that time is of the essence of this Agreement and that GTUA will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by GTUA if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, GTUA and Contractor agree that Contractor shall pay GTUA $420 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by GTUA as a result of

delay for each and every calendar day that the Contractor shall have failed to have completed the Work as required herein.

ARTICLE 4—CONTRACT PRICE

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

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

ARTICLE 5—PAYMENT PROCEDURES

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

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

ARTICLE 6—INTEREST

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

ARTICLE 7—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

7.01 In order to induce GTUA to enter into this agreement, Contractor makes the following representations:

A. Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.

B. Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

C. Contractor has reviewed and fully agrees to the limitation of liability provisions included in the Special Provisions.

D. Contractor certifies that they are eligible to be awarded government contracts. Contractor also certifies that any agreement entered into with a subcontractor will contain a clause stating that the subcontractor is eligible to be awarded government contracts.

ARTICLE 8—CONTRACT DOCUMENTS

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

A. This Agreement

B. Solicitation for Bids

C. Instructions to Respondents

D. Certifications Required by Texas Law

E. Suspension and Debarment Certification

F. Bid Bond and Bid Bond POA

G. Statement of Respondent's Qualifications

H. Insurance Requirement Affidavit

I. Bid Submittal

J. Resolution of Award

K. Form 1295, Certificate of Interested Parties

L. Certificate of Insurance

M. Performance Bond and POA

N. Payment Bond and POA

O. Notice to Proceed

P. Closeout Documents

Q. Special Provisions

R. Technical Specification prepared or issued by the City of Sherman dated**: 10/04/2024**.

S. Drawings, consisting of sheets numbered **1** through 20, inclusive with each sheet bearing the following general title: City of Sherman **Sherman Stephens PS and GST Facility Improvements**.

T. Addenda numbers 1 to 3, inclusive.

U. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

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

Authorization but GTUA'S project managers, superintendents and/or inspectors not authorized to issue verbal or written Change Orders.

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

ARTICLE 9—INDEMNITY

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

9.02 **IN ITS SOLE DISCRETION, GTUA SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY GTUA, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY GTUA IN WRITING. GTUA RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, GTUA IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY GTUA IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND GTUA OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY GTUA PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN GTUA-APPROVED DEFENSE COUNSEL WITHIN SEVEN**

(7) BUSINESS DAYS OF GTUA'S WRITTEN NOTICE THAT GTUA IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, GTUA SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY GTUA.

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

ARTICLE 10—LIABILITY

10.01 To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. GTUA and the City of Sherman assume no such responsibility or liability. GTUA and the City of Sherman shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

ARTICLE 11—TERMINATION

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

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

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

ARTICLE 12—MISCELLANEOUS

12.01 Terms used in the Agreement will have the meanings indicated in the Special Provisions.

12.02 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an

assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.03 Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.

12.04 Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

12.05 The parties acknowledge and agree that, in executing and performing this Agreement, GTUA has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it or the City of Sherman against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

12.06 In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

12.07 If either party files any action or brings any proceeding against the other arising from this Agreement, then as between GTUA and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

12.08 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

12.09 Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

12.10 Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of GTUA; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between GTUA and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between GTUA and Contractor.

12.11 GTUA and Contractor agree the City of Sherman is an intended third-party beneficiary of Contractor's obligations under the Contract Documents and shall be entitled to enforce such obligations as if it were a party hereto and may seek and obtain any and all available remedies against Contractor in the event Contractor breaches any term or provision of the Contract Documents, it being the intent of GTUA and Contractor to confer direct benefits on the City of

Sherman under the Contract Documents. In addition, GTUA and Contractor agree that the City of Sherman is entitled to exercise all rights of GTUA under the Contract Documents.

12.12 This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

12.13 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

12.14 GTUA and Contractor each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

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

GTUA:

_____

By: _____

Date: _____

Attest: _____

Address for giving notices:

_____

_____

Contractor: Viking Paintings, LLC

_____

By: _____

Date: _____

(Corporate Seal)

Attest: _____

Address for giving notices:

_____

_____

Project Location Map

Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.5.

Meeting Date: 11/18/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7436***

Authorizing Execution of a Professional Services Agreement with Bureau Veritas for the Plan Review and Building Inspection Services for Sherman ISD High School Multi-Purpose Stadium

Issue:

To consider executing a contract for Professional Services with Bureau Veritas for the Plan Review and Building Inspection Services for Sherman ISD High School Stadium Project

Background:

SISD is constructing a new Multi-Purpose Stadium at 2907 W Travis Street. City staff has determined Bureau Veritas to be the most qualified to perform plan review and inspection services.

Origination:

Development Services

Financial Consideration:

The total funding needed for this contract is $120,432.21. This fee will be passed onto the contractor(s) responsible for the construction of the new Sherman ISD High School projects, in lieu of the building permit fee typically charged for new building construction.

Staff Recommendation:

Staff recommends awarding the bid to and authorizing execution of the contract for Professional Services to Bureau Veritas of Plano, Texas.

Alternatives:

As may be directed by the City Council.

Attachments:

1. Resolution No. 7436
2. Professional Services Agreement

RESOLUTION NO. 7436

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, AUTHORIZING EXECUTING A PROFESSIONAL SERVICES AGREEMENT WITH BUREAU VERITAS FOR PLAN REVIEW AND BUILDING INSPECTION SERVICES FOR SHERMAN ISD HIGH SCHOOL MULTI-PURPOSE STADIUM; 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 Bureau Veritas is hereby awarded the City of Sherman's contract for plan review and building inspection services for Sherman ISD high school multi-purpose stadium.

SECTION 2. That the City Manager is hereby authorized and directed, subject to all contract documents being completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Bureau Veritas for plan review and building inspection services for Sherman ISD high school multi-purpose stadium, in the same or substantially same form as the contract documents attached hereto and incorporated herein for all purposes.

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 18th day of November 2024.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS AND BUREAU VERITAS NORTH AMERICA, INC. FOR PROFESSIONAL SERVICES

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

WHEREAS, City desires to engage Consultant to provide professional services for the Plan Review and Building Inspections Services for the Sherman Independent School District High School Multi-Purpose Stadium ("Project"); and

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

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

ARTICLE 1
CONSULTANT'S SERVICES

1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.

1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto, and incorporated herein by reference for all purposes ("Scope of Services"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of written change orders, may be authorized from time to time by City ("Change Order(s)").

1.2.1 **Requirement of Written Change Order** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Order by the Sherman City Manager will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed, written Change Order shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Change Order.

1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN CHANGE ORDER ISSUED BY THE SHERMAN CITY MANAGER** – Project Managers, Superintendents and/or Inspectors of City are not authorized to issue verbal or written Change Orders.

1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Budget Summary, attached hereto as **Exhibit A,** and incorporated herein by reference for all

purposes. The Consultant shall not be responsible for delays caused by the City or beyond the reasonable control of the Consultant.

1.4 **Standard of Care** – Consultant represents that the services, findings, recommendations and/or advice provided to City will be prepared, performed, and rendered in accordance with procedures, protocols and practices ordinarily exercised by professionals in Consultant's profession for use in similar assignments, and prepared under similar conditions at the same time and locality. City acknowledges and agrees that Consultant has made no other implied or expressed representation, warranty or condition with respect to the services, findings, recommendations or advice to be provided by Consultant pursuant to this agreement.

ARTICLE 2
CITY'S RESPONSIBILITIES

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

2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.

2.2 **City Project Manager** – When necessary in City's sole discretion, City shall designate a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City, the Project Manager and/or his or her authorized designee shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Consultant's Services. Consultant understands and agrees that the Project Manager and his or her authorized designee are not authorized to issue verbal or written Change Orders for "extra" work or "claims" invoiced as "extra" work.

ARTICLE 3
CONSULTANT'S COMPENSATION

3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) for Basic Services, on a lump-sum basis in an amount not to exceed One Hundred and Twenty Thousand, Four Hundred and Thirty-Two AND 21/100 Dollars ($120,432.21) ("Consultant's Fee"); and (c) paid in accordance with this Article 3 and the Project Budget Summary as set forth in **Exhibit A**.

3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in **Exhibit C**, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.

3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of the Agreement. Consultant shall submit his findings in writing to City or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the

written request from City. City and Consultant agree that if requested by City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

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

3.1.4 **Substantial Compliance with Architectural Barriers Act** – Should the Project fall within the regulatory requirements of the Texas Architectural Barriers Act, Chapter 68 of the Texas Administrative Code, as it exists or may be amended ("Barriers Act"), as solely determined by City, Consultant shall comply with the Barriers Act. As part of the Scope of Services defined in this Agreement, it is the responsibility of Consultant to identify and analyze the requirements of the Barriers Act and to become familiar with the governmental authorities having jurisdiction to approve the design of the Project.

3.1.4.1 **Submission of Construction Documents to TDLR** – Consultant shall mail, ship, or hand-deliver the Construction Documents to TDLR not later than five (5) calendar days after Consultant issues the Construction Documents for the Project.

3.1.4.2 **Completion of Registration Form to TDLR** – Consultant shall complete an Elimination of Barriers Project Registration Form ("Form") for each subject building or facility within the Scope of the Project and submit the registration form(s) along with the applicable fees not later than fourteen (14) calendar days after Consultant completes the submittal of the Construction Documents to TDLR.

3.1.4.3 **TDLR Approval of Construction Documents** – After review of the Construction Documents by TDLR, Consultant shall be notified in writing of the results; however, it is Consultant's responsibility to obtain TDLR's written comments. Consultant shall address all comments that prevent TDLR approval of the Construction Documents, including comments relating to conditional approval that must be addressed in the design and construction of the Project. Consultant shall resubmit Construction Documents to TDLR for review prior to the completion of construction of the Project.

3.1.4.4 **TDLR Project Inspection** – Consultant shall request an inspection from TDLR or a TDLR locally approved RAS no later than thirty (30) calendar days after the completion of construction of the Project. Consultant shall advise City in writing of the results of each Project inspection. City reserves the right to verify the written results with TDLR at any time during design, construction, or at the completion of the Project.

3.1.4.5 **Corrective Modifications following TDLR Project Inspection** – When corrective modifications to achieve substantial compliance are required, the TDLR inspector or the RAS shall provide Consultant a list of deficiencies and a deadline for completing the modifications. Consultant shall provide City with this list within five (5) calendar days of receipt. It is the sole responsibility of Consultant to completely address the deficiencies by the stated deadline or to

obtain a written notice of extension from the TDLR. When the corrective measures have been completed, Consultant shall provide the TDLR (and/or the RAS who completed the inspection) and City with written verification of the corrective measures completed.

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

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

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

3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and expenses.

3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City in writing.

Hourly Billable Rates by Position

Name	*Position*	*Hourly Rate*

3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit A**. On all submitted invoices for Services

rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.

3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.

3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5 of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of Article 3.6 of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter "D" of the TEX. GOV'T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.

3.8 **Adjusted Compensation** – If the Scope of the Project ("Scope of the Project") or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant's compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.

3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4
OWNERSHIP OF DOCUMENTS

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

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

ARTICLE 5
CONSULTANT'S INSURANCE REQUIREMENTS

5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Insurance Requirements, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) for each claim, and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project's size and scope warrant, and if identified on the checklist located in **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars ($2,000,000.00). Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6
CONSULTANT'S ACCOUNTING RECORDS

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

ARTICLE 7
AUDITS AND RECORDS/PROHIBITED INTEREST/VENDOR DISCLOSURE

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

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

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

ARTICLE 8
TERMINATION OF AGREEMENT/REMEDIES

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

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

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

The Consultant may terminate this Agreement for any material failure by City to comply with this Agreement, provided that the Consultant gives City thirty (30) days' prior written notice of its intention to terminate for such failure and affords to City an opportunity to cure such failure within said thirty (30) days.

ARTICLE 9
DISPUTE RESOLUTION/MEDIATION

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

In all disputes arising under this Agreement, the parties agree that the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and other legal expenses from the other party.

ARTICLE 10
INDEMNITY

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

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

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE

CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11
NOTICES

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

If to City, addressed to it at:
City of Sherman
Attention: Rob Rae, AICP
220 W. Mulberry Street
Sherman, Texas 75090

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

If to Consultant, addressed to it at:
Bureau Veritas
Attention: Van Tran
1000 Jupiter Road, Suite 900
Plano, Texas, 75074
Telephone: (214) 876-6855
Email: van.tran@bureauveritas.com

ARTICLE 12
MISCELLANEOUS

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

12.1.1 **Exhibit A**, Scope of Services and Project Budget Summary.

12.1.2 **Reserved**.

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

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

12.1.5 **Exhibit E**, Insurance Requirements.

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

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

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

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

12.3 **Attorney's Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees, and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

12.5 **Savings/Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.

12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the

individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

12.9 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

12.10 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

12.11 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

12.12 **Immunity** – The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.

12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.

12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

12.16 **No Third-Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.

12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees, and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.

12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.

12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's 2023-2024 fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's 2023-2024 fiscal year unless and until such funds are budgeted.

12.23 **Certifications Required by Texas Law** – In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

12.24 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.

12.25 **Reference to City** – When referring to "City," this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

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

CITY:	**CONSULTANT:**
City of Sherman, Texas, a Texas home-rule municipality	**Bureau Veritas North America, Inc.** a Delaware Corporation
By: _____ Robby Hefton, City Manager	By: _____ Name: _____ Title: _____

APPROVED AS TO FORM:

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

FEE SCHEDULE

EXHIBIT A
SCOPE OF SERVICES & PROJECT BUDGET SUMMARY

BUILDING PLAN REVIEW & INSPECTIONS FOR SISD ATHLETIC COMPLEX CITY OF SHERMAN

NOVEMBER 15, 2024

BV's pricing reflects our commitement to the success of your project by helping you maintain significant quality and cost saving benefits moving foward. The below cost proposal demonstrates the fee required to conduct the Building and Fire plan review & inspections by the International Building Code (IBC) and local amendments

	BUILDING PLAN REVIEW	BUILDING INSPECTIONS	FIRE PLAN REVIEW & INSPECTIONS	SITE TOTAL
SISD Athletic Complex	$41,602.84	$64,229.37	$14,600.00	$120,432.21
			TOTAL FOR SERVICES:	$120,432.21

This is a lump sum fee and includes all required plan reviews and/or inspections, and re-reviews and/or re-inspections, at no additional charge. All communications and inspection request/results are handled through BV's office personnel, then forwarded to the City in accordance with the City's directives. We will provide a Lead Inspector on-site to perform and coordinate the multiple required inspections with the assigned Inspection Team. We will be available after-hours and six days a week.

Proposal No. 9910145

BUREAU VERITAS 1000 Jupiter Rd., Suite 900, Plano, TX 75074
P 469.853.9803 | www.bvna.com

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

1. Files shall be submitted in DWG/DXF format.

2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83.

3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.

4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.

5. The file shall contain required features for the project type as detailed below:

    a. Pre-Construction/As-Built Plans and/or Record Documents:

        i. Layers from Final Plat Requirements as Applicable to Project Type.
        ii. Water Utility Features.
        iii. Sanitary Sewer Features.
        iv. Storm Sewer Features.

6. Each required feature group should be provided as a separate layer within the file.

7. Layer names should be representative of the information contained in the layer.

8. Line work should be continuous (e.g. no dashed lines in required layers) and complete (connecting lines should meet at corners) within the subdivision/project. Layers outside of project/subdivision boundary may be dashed in CAD data as required for Final Plats by Sherman Subdivision Ordinance Section 5.02.

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

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

II. GUIDELINES FOR DIRECT EXPENSES.

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

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

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

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

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

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

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

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

G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.

H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of Consultant and/or Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.

I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

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

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by City's Project Manager.

B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

EXHIBIT E
INSURANCE REQUIREMENTS

I. GENERAL INSURANCE REQUIREMENTS –

1. All policies shall name the City of Sherman, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability insurance.

2. Such policies shall require the provision of written notice to City in accordance with policy provisions for cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail.

3. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

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

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

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

	Coverage Required	Limits
_X_	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
_X_	2. General Liability	▪ Minimum $1,000,000.00 each occurrence. ▪ 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.

_X_	4.	Professional Liability	▪ Minimum $ 1,000,000.00 each claim. ▪ Minimum $ 2,000,000.00 in the aggregate.
___	5.	Umbrella Coverage or Excess Liability Coverage	▪ An amount of $ 2,000,000.00.

_X_ 6. City and its officers, agents, representatives, and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

_X_ 7. General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

_X_ 8. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

_X_ 9. Insurance company has a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title and bid number.

___ 11. Other Insurance Requirements (State Below):

EXHIBIT F
PROHIBITED INTEREST AFFIDAVIT

THE STATE OF TEXAS §
§
THE COUNTY OF _____ §

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

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

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

_____ Ownership of Twenty-Five Thousand and 00/100 Dollars ($25,000.00) or more of the fair market value of the business entity.

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

_____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars ($25,000.00).

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

_____ Other: _____.

__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 of the TEX. GOV'T CODE, is a member of a public body which took action on the agreement.

Signed this ____ day of _____, 2024.

_____
Signature of Official / Title

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

Sworn to and subscribed before me on this _____ day of _____, 2024.

_____
Notary Public in and for the State of Texas

EXHIBIT G
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY
Date Received

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.6.

Meeting Date: 11/18/2024

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7437***

Awarding a Bid to and Authorizing Execution of Contracts with Multiple Vendors for the Purchase of Multiple Fleet Vehicles for Multiple City Departments

Issue:

To consider awarding a bid to and authorizing execution of contracts with multiple vendors for the purchase of eight (8) fleet vehicles for multiple departments, based upon a request for public bids.

Background:

At the October 7, 2024 meeting, the City Council approved a request to advertise for public bids for the purchase of various vehicles. On October 31, 2024, two (2) bidders responded to the request for bids. City staff recommends awarding each vehicle purchase to the lowest responsive bid by El Dorado Chevrolet of McKinney, Texas and Southwest CDJR, LLC of Ennis, Texas, for the combined amount of $347,400.73. The lowest responsive price per vehicle is:

Department	Description	Vendor	Bid
Police	Ford Explorers (2)	Southwest CDJR, LLC	$83,981.50
Engineering	1/2-Ton Truck - Quad Cab	Southwest CDJR, LLC	$41,290.75
Treatment Services	1/2-Ton Truck - Crew Cab	Southwest CDJR, LLC	$43,998.75
Treatment Services	3/4-Ton Truck - Crew Cab	El Dorado Chevrolet	$52,981.16
Pre-Treatment Services	1/2-Ton Truck - Crew Cab	Southwest CDJR, LLC	$43,998.75
Neighborhood Services	Chevy Malibu RS	El Dorado Chevrolet	$28,168.66
Water Quality	3/4-Ton Truck - Crew Cab	El Dorado Chevrolet	$52,981.16
			$347,400.73

Origination:
Finance Department

Financial Consideration:
The total cost of these vehicles is $347,400.73 and is included in the approved Fleet Replacement Fund budget.

Staff Recommendation:
It is recommended the City Council approve this request.

Alternatives:
As may be directed by the City Council.

Attachments:
1. Resolution No. 7437
2. Exhibit A -ITB Purchase of Multiple Fleet Vehicles FY25
3. Exhibit B - El Dorado Chevrolet submittal
4. Exhibit B - Southwest CDJR LLC submittal
5. Bid Tabulation - ITB Purchase of Multiple Fleet Vehicles FY25
6. Exhibits C through E_El Dorado
7. Exhibits C through E_Southwest CDJR

RESOLUTION NO. 7437

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF CONTRACTS WITH MULTIPLE VENDORS FOR THE PURCHASE OF MULTIPLE FLEET 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 bids are hereby awarded to El Dorado Chevrolet of Mckinney, Texas and Southwest CDJR, LLC of Ennis, Texas for the purchase of multiple fleet vehicles for use by multiple City of Sherman departments, in accordance with the City's specifications; 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 contracts of sale with El Dorado Chevrolet of Mckinney, Texas and Southwest CDJR, LLC of Ennis, Texas for the purchase of multiple fleet vehicles for use by multiple City of Sherman departments, 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 2024-2025 budget.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____
LINDA ASHBY, CITY CLERK **SHAWN TEAMANN, 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 VEHICLES
ITB No. 2025-01

Publication Dates: **Sunday October 13, 2024**
Sunday October 20, 2024

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CITY OF SHERMAN, TEXAS

FINANCE DEPARTMENT

INVITATION TO BID - BID NO. 2025-01; **PURCHASE OF MULTIPLE STAFF AND SERVICE VEHICLES**

The enclosed **INVITATION TO BID** (ITB) and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **PURCHASE OF MULTIPLE STAFF AND SERVICE VEHICLES** 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, October 31, 2024,** 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 VEHICLES - No. 2025-01

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 31st day of October, 2024,** at which time bids duly delivered and submitted will be considered for supplying the following:

BID NO. 2025-01 – PURCHASE OF MULTIPLE STAFF AND SERVICE VEHICLES

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 VEHICLES 2025-01" 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, October 31, 2024,** at which time the sealed bids will be opened.

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

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

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

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

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

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

[Rest of Page Intentionally Left Blank]

CITY OF SHERMAN
GENERAL CONDITIONS

ADDENDA

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

ANNUAL CONTRACT FUNDING

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

ASSIGNMENT OF BID/CONTRACT

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

BID CONSIDERATION / TABULATION

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

BID SUBMISSION

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

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

BRAND NAMES

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

CHANGES OR ALTERATIONS

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

COMPLETING INFORMATION

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

CONTRACT CLAUSE

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

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.

[REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

SPECIFICATIONS

Truck for the Engineering Services Department:

- One (1) new half-ton truck; 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
  - 4x4 model preferred
  - 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 seat w/ center console, all-terrain tires.

Ford Explorers for the Police Department:

- Two (2) new Ford Explorers; Used will not be accepted
  - Two-wheel drive
  - Four-door models only
  - Exterior colors must be black or dark grey
  - Trim package must be XLT or higher

Trucks for the Treatment Services Department:

- One (1) new ½-ton truck; Used will not be accepted
  - Make must be Chevy, Ford, Dodge, or GMC
  - Super crew or quad cab models only
  - Exterior color must be white
  - 2-wheel drive, with automatic transmission
  - Spare key fob
  - All terrain tires with 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, rubber flooring

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

- Make must be Chevy, Ford, Dodge, or GMC
- Super crew or quad cab models only
- Exterior color must be white
- 4-wheel drive, with automatic transmission
- Spare key fob
- All terrain tires with 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, rubber flooring

Truck for the Pre-Treatment Services Department:

❖ One (1) new ½-ton truck; Used will not be accepted

- Make must be Chevy, Ford, Dodge, or GMC
- Super crew or quad cab models only
- Exterior color must be white
- 4-wheel drive, with automatic transmission
- Spare key fob
- All terrain tires with 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, rubber flooring

Car for the Neighborhood Services Department:

- One (1) new Chevrolet Malibu RS; Used will not be accepted
  - 2-wheel drive
  - Exterior color – white preferred
  - gas engine
  - automatic transmission
  - cloth seats
  - four-door model
  - keyless entry (2 keys with fobs)
  - spare tire

Truck for the Water Quality Department:

- One (1) new ¾-ton truck; Used will not be accepted
  - Crew cab
  - Exterior color must be white
  - long bed
  - 4x4 preferred
  - V8 automatic
  - vinyl seats w/ 40/20/40 split
  - gas engine preferred
  - Spare key fob
  - Additional specs required: trailer towing package, tilt steering, rear backup camera, spare accessory switches for lighting, vinyl or rubber flooring

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 vehicle prices must include all fees****

Engineering Services Department

New ½-ton truck ***$ _____***

Sherman Police Department

New Ford Explorer #1 ***$ _____***
New Ford Explorer #2 ***$ _____***

Treatment Services Department

New ½-ton truck ***$ _____***
New ¾-ton truck ***$ _____***

Pre-Treatment Services Department

New ½-ton truck ***$ _____***

Neighborhood Services Department

New Chevy Malibu ***$ _____***

Water Quality Department

New ¾-ton truck ***$ _____***

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

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title.

___ 11. Other Insurance Requirements (State Below):

Exhibit D

Affidavit of No Prohibited Interest

THE STATE OF _____ §

THE COUNTY OF _____ §

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

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

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

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

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

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

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

_____ Other:_____.

_____ None of the Above.

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

Signed this ___ day of _____, 202_.

_____
Signature of Official/Title

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

TEXAS ETHICS FORM 1295 & VERIFICATION FORM 2270

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

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

1. Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Sherman City Council must be accompanied by an original signature unsworn declaration, Certificate of Interested Parties, Form 1295.

2. Form 1295 must be completed in accordance with the TEC Rules: (https://www.ethics.state.tx.us/legal/ch46.html) and Section 2252.908 of the Texas Government Code, as amended: (http://www.legis.state.tx.us/tlodocs/84R/billtext/html/HB01295F.htm).

3. For questions or issues regarding the TEC rules and state law provisions and how Form 1295 should be completed, please consult with your own legal counsel.

4. In order to fill out and submit Form 1295, you will need to log in as directed on the TEC website: https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm

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

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

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

   Governmental Entity

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

   Contract ID Number: **2025-01**

   Description of Goods and Services to be provided: **Purchase of Multiple Staff & Services Vehicles**

6. All other fields as required or as applicable to the individual vendor must be completed as explained in the tutorial video.

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

rev. 1/26/2018

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

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

1. Does not boycott Israel; and,

2. Will not boycott Israel during the term of the contract.

SIGNED BY: _____

Print Name & Title: _____

Firm Name: _____

Date Signed: _____

NOTARIZATION

THE STATE OF _____)
)
COUNTY OF _____)

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

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

_____
NOTARY PUBLIC IN AND
FOR THE STATE OF _____

The following definitions apply to Texas Government Code Section 2270.001:

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

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

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

Exhibit A
Invitation to Bid

Sherman
CLASSIC TOWN. BROAD HORIZON.

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

Invitation to Bid

For

PURCHASE OF MULTIPLE STAFF & SERVICE VEHICLES
ITB No. 2025-01

Publication Dates: **Sunday October 13, 2024**
Sunday October 20, 2024

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 31st day of October, 2024,** at which time bids duly delivered and submitted will be considered for supplying the following:

BID NO. 2025-01 – PURCHASE OF MULTIPLE STAFF AND SERVICE VEHICLES

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 VEHICLES 2025-01" 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, October 31, 2024,** at which time the sealed bids will be opened.

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

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

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

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CITY OF SHERMAN, TEXAS

FINANCE DEPARTMENT

INVITATION TO BID - BID NO. 2025-01; PURCHASE OF MULTIPLE STAFF AND SERVICE VEHICLES

The enclosed **INVITATION TO BID** (ITB) and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **PURCHASE OF MULTIPLE STAFF AND SERVICE VEHICLES** 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, October 31, 2024,** 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 VEHICLES - No. 2025-01

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

OR

Electronically at www.publicpurchase.com

OR

By delivery at the Municipal Building address listed above.

Contractor References

Customer Name: FARMERSville OVERHEAD DOOR
Address: 14024 CNTY RD. 567 FARMERSville, Tx 75442
Contact: KEN DAVIS Telephone #: 214-733-0575
Scope of work performed: GARAGE DOORS
Length of Service: 10 years

Customer Name: City OF EDGEWOOD
Address: 107 NE FRONT St Edgewood, TX 75117
Contact: MARIA PERTRA Telephone #: 903-896-4448
Scope of work performed: TRUCKS
Length of Service: 2 years

Customer Name: Grayson-Collin ELECTRIC COOP
Address: PO BOX 548 VAN Alstyne, TX 75495
Contact: BRUCE STEVENS Telephone #: 903-482-5231
Scope of work performed: TRUCKS
Length of Service: 20 years

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

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

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

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

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

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title.

___ 11. Other Insurance Requirements (State Below):

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.**

El Dorado 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.**

_____

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 Tom Dean

Signature of vendor doing business with the governmental entity

10/30/24

Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

TEXAS ETHICS FORM 1295 & VERIFICATION FORM 2270

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

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

1. Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Sherman City Council must be accompanied by an original signature unsworn declaration, Certificate of Interested Parties, Form 1295.

2. Form 1295 must be completed in accordance with the TEC Rules: (https://www.ethics.state.tx.us/legal/ch46.html) and Section 2252.908 of the Texas Government Code, as amended: (http://www.legis.state.tx.us/tlodocs/84R/billtext/html/HB01295F.htm).

3. For questions or issues regarding the TEC rules and state law provisions and how Form 1295 should be completed, please consult with your own legal counsel.

4. In order to fill out and submit Form 1295, you will need to log in as directed on the TEC website: https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm

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

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

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

   Governmental Entity

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

   Contract ID Number: **2025-01**

   Description of Goods and Services to be provided: **Purchase of Multiple Staff & Services Vehicles**

6. All other fields as required or as applicable to the individual vendor must be completed as explained in the tutorial video.

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

rev. 1/26/2018

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2270

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

1. Does not boycott Israel; and,

2. Will not boycott Israel during the term of the contract.

SIGNED BY: Tom Bean

Print Name & Title: Tom Bean Fleet Manager

Firm Name: Eldorado Chevrolet

Date Signed: 10/30/24

NOTARIZATION

THE STATE OF Texas)
)
COUNTY OF Collin)

BEFORE ME, the undersigned notary public on this day personally appeared Thomas Bean, on behalf of El Dorado Motors (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 30 day of Oct, 2024.

KITTIE SALISBURY
Notary Public, State of Texas
Comm. Expires 08-20-2028
Notary ID 8721779

Kittie Salisbury
NOTARY PUBLIC IN AND
FOR THE STATE OF TX

The following definitions apply to Texas Government Code Section 2270.001:

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

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

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

Exhibit D

Affidavit of No Prohibited Interest

THE STATE OF Texas §

THE COUNTY OF Collin §

I, Thomas Bean, 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 30 day of Oct, 2024.

Tom Bean

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Thomas Bean, 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 30 day of Oct, 2024.

Kittie Salisbury

Notary Public in and for the State of TX

My commission expires: 8-20-2028

KITTIE SALISBURY
Notary Public, State of Texas
Comm. Expires 08-20-2028
Notary ID 8721779

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: Eldorado Chevrolet

Address of Principal Place of Business:

2380 N. Central Expressway
Mckinney TX 75070

Mailing Address (if different):

_____

_____

Phone: 972-569-0101

Fax: 972-569-3132

Email: TBean@eldoradomotors.com

Authorized Representative: Tom Bean

Signature: _____

Date: 10/23/24

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

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

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

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

[Rest of Page Intentionally Left Blank]

CITY OF SHERMAN
GENERAL CONDITIONS

ADDENDA

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

ANNUAL CONTRACT FUNDING

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

ASSIGNMENT OF BID/CONTRACT

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

BID CONSIDERATION / TABULATION

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

BID SUBMISSION

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

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

BRAND NAMES

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

CHANGES OR ALTERATIONS

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

COMPLETING INFORMATION

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

CONTRACT CLAUSE

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

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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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 vehicle prices must include all fees****

Engineering Services Department

New ½-ton truck $ 45,800

Sherman Police Department

New Ford Explorer #1 $ No Bid
New Ford Explorer #2 $ No Bid

Treatment Services Department

New ½-ton truck $ 44,620
New ¾-ton truck $ 52,981.16

Pre-Treatment Services Department

New ½-ton truck $ 47,800

Neighborhood Services Department

New Chevy Malibu $ 28,168.66

Water Quality Department

New ¾-ton truck $ 52,981.16

Signature of Bidder _____

Bidder (print name) Tom Bean

SPECIFICATIONS

Truck for the Engineering Services Department:

- One (1) new half-ton truck; 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
  - 4x4 model preferred
  - 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 seat w/ center console, all-terrain tires.

Ford Explorers for the Police Department:

- Two (2) new Ford Explorers; Used will not be accepted
  - Two-wheel drive
  - Four-door models only
  - Exterior colors must be black or dark grey
  - Trim package must be XLT or higher

Trucks for the Treatment Services Department:

- One (1) new ½-ton truck; Used will not be accepted
  - Make must be Chevy, Ford, Dodge, or GMC
  - Super crew or quad cab models only
  - Exterior color must be white
  - 2-wheel drive, with automatic transmission
  - Spare key fob
  - All terrain tires with 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, rubber flooring

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

- Make must be Chevy, Ford, Dodge, or GMC
- Super crew or quad cab models only 4Dr Full
- Exterior color must be white
- 4-wheel drive, with automatic transmission
- Spare key fob
- All terrain tires with 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, rubber flooring

Truck for the Pre-Treatment Services Department:

❖ One (1) new ½-ton truck; Used will not be accepted

- Make must be Chevy, Ford, Dodge, or GMC
- Super crew or quad cab models only 4Dr Full
- Exterior color must be white
- 4-wheel drive, with automatic transmission
- Spare key fob
- All terrain tires with 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, rubber flooring

Car for the Neighborhood Services Department:

- One (1) new Chevrolet Malibu RS; Used will not be accepted
  - 2-wheel drive
  - Exterior color – white preferred
  - gas engine
  - automatic transmission
  - cloth seats
  - four-door model
  - keyless entry (2 keys with fobs)
  - spare tire

Truck for the Water Quality Department:

- One (1) new ¾-ton truck; Used will not be accepted
  - Crew cab
  - Exterior color must be white
  - long bed
  - 4x4 preferred
  - V8 automatic
  - vinyl seats w/ 40/20/40 split
  - gas engine preferred
  - Spare key fob
  - Additional specs required: trailer towing package, tilt steering, rear backup camera, spare accessory switches for lighting, vinyl or rubber flooring

Purchase Agreement

El Dorado Chevrolet- Tom Bean
El Dorado Motors
2300 N. Central Expressway
McKinney, TX 75070

Buyer	Co-Buyer	Vehicle
City Of Sherman City Sherman PO Box 1106 Sherman, TX 75090 D: (903) 892-7301, E: (903) 892-7301, C: (903) 892-7301 craigl@cityofsherman.com		2024 Chevrolet Silverado 1500 WT VIN: 1GCRDAED6RZ377437 Stock #: RZ377437 Mileage: 2 Color: Summit White

Purchase Details	
Accessories:	$0.00
Service Contract:	$0.00
GAP:	$0.00
Government Fees:	$66.75
Proc/Doc Fees:	$225.00
Total Taxes:	$92.32
Total Sales Price:	$45,800.00
Trade Allowance:	$0.00
Trade Payoff:	$0.00
Trade Equity:	$0.00
Rebate:	$0.00
Cash Down:	$0.00
Cash Price:	$45,800.00

ENGINEERING

X _____
Customer Signature

_____
Date

X _____
Manager Signature

_____
Date

Disclaimer:

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This is an offer to purchase this vehicle today, NOT A FINANCE CONTRACT. You certify that the above information is correct and accurate, and authorize the release of credit history for the purpose of vehicle sales. Payments on this worksheet are estimates and are subject to lender approval.

Vehicle Locator

Dealer Information

EL DORADO MOTORS, INC.
2300 N CENTRAL EXPRESSWAY
MCKINNEY, TX 75070
Phone: 972-782-5162
Fax: 972-569-0117

1GCRDAED6RZ377437

Model Year: 2024
Make: Chevrolet
Model: 1500 Silverado
4WD Standard Box Double Cab-CK10753
PEG: Work Truck Preferred Equipment Group-1WT
Primary Color: Summit White-GAZ
Trim: 1WT-Vinyl, Jet Black, Interior Trim-H2G
Engine: Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T-L84
Transmission: 10-Speed Automatic-MHT

Event Code: 5000-Delivered to Dealer
Order #: DNBT3K
MSRP: $50,285.00

Order Type: TRE-Retail Stock
Stock #: RZ377437
Inventory Status: Available

Additional Vehicle Information

Vehicle Options

Chargeable Options	MSRP
120 Volt Electrical Receptacle, In Cab-KI4	$225.00
1WT Value Package-PEB	$1,190.00
Chevytec Spray-on Liner-CGN	$545.00
Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T-L84	$1,595.00
Integrated Trailer Brake Controller-JL1	$275.00
Lighting, Cargo Box, LED-UF2	$125.00
Liner, Rear Wheelhouse-B1J	$140.00
Suspension Package: Off-Road-Z71	$945.00
Tailgate Function--EZ Lift, Power Lock & Release-QT5	$150.00
Tires: 265/70 R17 All Terrain, Blackwall-QDV	$200.00
WT VALUE PACKAGE DISCOUNT-1SZ	-$500.00

Add upfitter switches

No Cost Options

10-Speed Automatic-MHT
Federal Emissions-FE9
GVW Rating 7000 Lbs-C5W
Rear Axle: 3.23 Ratio-GU5
Wheels: 17" Steel - Painted Ultra Silver-RD6

Other Options	
1WT Convenience 1 Package-PCV	1WT-Vinyl, Jet Black, Interior Trim-H2G
2-USBs, Second Row Charge/Data Ports-UBI	3 Years of Onstar Remote Access-PRF
Alternator, 170 AMP-KW7	Auto Locking Differential, Rear-G80
Automatic Emergency Braking-UHY	Chevrolet Infotainment, 7" Color Screen-IOR
Cooler, Engine Oil-KC4	Cruise Control-K34
Defogger, Rear Window, Electric-C49	Durabed-E63
Floor Covering: Rubberized Vinyl, Black-BG9	Focused Ordering Configuration-RFQ
Following Distance Indicator-UE4	Front License Plate Mounting Provisions-VK3
Glass, Deep Tinted-AKO	Headlamps, Intellibeam-TQ5
Heavy Duty Air Filter-K47	Hill Descent Control-JHD
Keyless Remote Entry-AQQ	Lane Keep Assist/Departure Warning-UHX
Mirrors, O/S: Power, Heated-DLF	OnStar Communication System-UE1
Recovery Hooks-V76	Seats: Front 40/20/40 Split-Bench, Full Feature-AZ3
Sensor, Forward Collision Alert-UEU	Sensor, Front Pedestrian Braking-UKJ
Skid Plate-NZZ	Spare Tire Lock-SAF
Speaker System: Standard Sound System-UQF	Standard Tailgate-QK1
Summit White-GAZ	Tire, Spare: 265/70 R17 All Season, Blackwall-XCQ
Trailering Package-Z82	Transfer Case: Active, 2-Speed, Autotrac, Rotary Dial-NQH
Transmission Cooling System-KNP	Work Truck Preferred Equipment Group-1WT

"~" indicates vehicle belongs to Trading Partner's inventory

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Purchase Agreement

El Dorado Chevrolet- Tom Bean
El Dorado Motors
2300 N. Central Expressway
McKinney, TX 75070

Buyer	Co-Buyer	Vehicle
City Of Sherman City Sherman PO Box 1106 Sherman, TX 75090 D: (903) 892-7301, E: (903) 892-7301, C: (903) 892-7301 craigl@cityofsherman.com		2024 Chevrolet Silverado 1500 Work Truck VIN: 1GCPAAED9RZ243490 Stock #: RZ243490 Mileage: 42 Color: Summit White

Treatment

Purchase Details	
Accessories:	$0.00
Service Contract:	$0.00
GAP:	$0.00
Government Fees:	$66.75
Proc/Doc Fees:	$225.00
Total Taxes:	$89.95
Total Sales Price:	$44,620.00
Trade Allowance:	$0.00
Trade Payoff:	$0.00
Trade Equity:	$0.00
Rebate:	$0.00
Cash Down:	$0.00
Cash Price:	$44,620.00

X _____
Customer Signature

_____
Date

X _____
Manager Signature

_____
Date

Disclaimer:

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Vehicle Locator

Dealer Information

EL DORADO MOTORS, INC.
2300 N CENTRAL EXPRESSWAY
MCKINNEY, TX 75070
Phone: 972-782-5162
Fax: 972-569-0117

1GCPAAED9RZ243490

Model Year: 2024
Make: Chevrolet
Model: 1500 Silverado
Short Box, 2WD, Crew Cab-CC10543
PEG: Work Truck Preferred Equipment Group-1WT
Primary Color: Summit White-GAZ
Trim: 1WT-Vinyl, Jet Black, Interior Trim-H2G
Engine: Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T-L84
Transmission: 10-Speed Automatic-MHT

Event Code: 5000-Delivered to Dealer
Order #: DDWS3W
MSRP: $49,390.00

Order Type: TRE-Retail Stock
Stock #: N/A
Inventory Status: Available

Additional Vehicle Information

Vehicle Options

Chargeable Options

	MSRP
120 Volt Electrical Receptacle, In Cab-KI4	$225.00
1WT Value Package-PEB	$1,190.00
1WT/1FL Safety Package-PQA	$990.00
Auto Locking Differential, Rear-G80	$395.00
Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T-L84	$1,595.00
Integrated Trailer Brake Controller-JL1	$275.00
Lighting, Cargo Box, LED-UF2	$125.00
SiriusXM Satellite Radio (subscription)-U2K	$100.00
Tailgate Function--EZ Lift, Power Lock & Release-QT5	$150.00
Tires: 265/70 R17 All Terrain, Blackwall-QDV	$200.00
Upfitter / Accessory Electrical Switches-9L7	$150.00
WT VALUE PACKAGE DISCOUNT-1SZ	-$500.00

No Cost Options

10-Speed Automatic-MHT
Federal Emissions-FE9
GVW Rating 6900 Lbs-C5H
Rear Axle: 3.23 Ratio-GU5
Wheels: 17" Steel - Painted Ultra Silver-RD6

Other Options	
1WT Convenience 1 Package-PCV	1WT-Vinyl, Jet Black, Interior Trim-H2G
2-USBs, Second Row Charge/Data Ports-UBI	3 Years of Onstar Remote Access-PRF
Alternator, 170 AMP-KW7	Automatic Emergency Braking-UHY
Bumper, Front, Chrome-V46	Bumper, Rear, Chrome Step-VJH
Chevrolet Infotainment, 7" Color Screen-IOR	Cooler, Engine Oil-KC4
Cruise Control-K34	Defogger, Rear Window, Electric-C49
Durabed-E63	Floor Covering: Rubberized Vinyl, Black-BG9
Focused Ordering Configuration-RFQ	Following Distance Indicator-UE4
Front License Plate Mounting Provisions-VK3	Glass, Deep Tinted-AKO
Headlamps, Intellibeam-TQ5	Keyless Remote Entry-AQQ
Lane Keep Assist/Departure Warning-UHX	Mirrors, O/S: Power, Heated-DLF
Mirrors, Outside, Body Color Cap-DP6	OnStar Communication System-UE1
Parking Assist, Front & Rear Sensors-UD5	Recovery Hooks-V76
Seats: Front 40/20/40 Split-Bench, Full Feature-AZ3	Sensor, Forward Collision Alert-UEU
Sensor, Front Pedestrian Braking-UKJ	Sensor, Pedestrian Detection-UKK
Spare Tire Lock-SAF	Speaker System: Standard Sound System-UQF
Standard Tailgate-QK1	Summit White-GAZ
Tire, Spare: 265/70 R17 All Season, Blackwall-XCQ	Trailering Package-Z82
Transmission Cooling System-KNP	Work Truck Preferred Equipment Group-1WT

"~" indicates vehicle belongs to Trading Partner's inventory

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Purchase Agreement

El Dorado Chevrolet- Tom Bean
El Dorado Motors
2300 N. Central Expressway
McKinney, TX 75070

Buyer	Co-Buyer	Vehicle
City Of Sherman City Sherman PO Box 1106 Sherman, TX 75090 D: (903) 892-7301, E: (903) 892-7301, C: (903) 892-7301 craigl@cityofsherman.com		2024 Chevrolet Silverado 2500HD Work Truck VIN: 1GC4YLE79RF462391 Stock #: RF462391 Mileage: 2 Color: Summit White

TREATMENT

Purchase Details	
Accessories:	$0.00
Service Contract:	$0.00
GAP:	$0.00
Government Fees:	$66.75
Proc/Doc Fees:	$225.00
Total Taxes:	$106.91
Total Sales Price:	$52,981.16
Trade Allowance:	$0.00
Trade Payoff:	$0.00
Trade Equity:	$0.00
Rebate:	$0.00
Cash Down:	$0.00
Cash Price:	$52,981.16

X _____
Customer Signature

_____
Date

X _____
Manager Signature

_____
Date

Disclaimer:

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Vehicle Locator

Dealer Information

EL DORADO MOTORS, INC.
2300 N CENTRAL EXPRESSWAY
MCKINNEY, TX 75070
Phone: 972-782-5162
Fax: 972-569-0117

1GC4YLE79RF462391

Model Year: 2024
Make: Chevrolet
Model: 2500HD Silverado
LWB, 4WD, Crew Cab-CK20943
PEG: Work Truck Preferred Equipment Group-1WT
Primary Color: Summit White-GAZ
Trim: 1WT-Vinyl, Jet Black, Interior Trim-H2G
Engine: Engine: 6.6L, V-8, SIDI-L8T
Transmission: 10-Speed Automatic-MKM

Event Code: 5000-Delivered to Dealer
Order #: DGXCDF
MSRP: $56,260.00

Order Type: FNR-Fleet Commercial
Stock #: RF462391
Inventory Status: N/A

Additional Vehicle Information

Vehicle Options

Chargeable Options	MSRP	
120 Volt Electrical Receptacle, In Cab-KI4	$225.00	
1WT Convenience 1 Package-PCV	$800.00	ADD UPFITTER
Bumper, Front, Chrome-V46	$200.00	
Cargo Bed View Camera-UVO	$250.00	SWITCHES
Chevytec Spray-on Liner-CGN	$545.00	
Integrated Trailer Brake Controller-JL1	$275.00	
Mirrors, O/S: Pwr Fold.,Man. Ext., Heat, Turn Indicator-DWI	$720.00	
Skid Plate-NZZ	$150.00	
Transfer Case: Active, 2-Speed, Autotrac, Rotary Dial-NQH	$200.00	

No Cost Options

10-Speed Automatic-MKM
Engine: 6.6L, V-8, SIDI-L8T
Federal Emissions-FE9
GVW Rating 10,650 Lbs-JGF
Rear Axle: 3.73 Ratio-GT4
Wheels: 17" Steel, Painted-PYN

Other Options	
1WT-Vinyl, Jet Black, Interior Trim-H2G	3 Years of Onstar Remote Access-PRF
Alternator, 170 AMP-KW7	Auto Locking Differential, Rear-G80
Automatic Emergency Braking-UHY	Bumper, Rear, Chrome Step-VJH
Chevrolet Infotainment, 7" Color Screen-IOR	Cooler, Engine Oil-KC4
Cruise Control-K34	Defogger, Rear Window, Electric-C49
Durabed-E63	Floor Covering: Rubberized Vinyl, Black-BG9
Following Distance Indicator-UE4	Front License Plate Mounting Provisions-VK3
Glass, Deep Tinted-AKO	Headlamps, Intellibeam-TQ5
Heavy Duty Air Filter-K47	Keyless Remote Entry-AQQ
OnStar Communication System-UE1	Recovery Hooks-V76
Seats: Front 40/20/40 Split-Bench, Full Feature-AZ3	Sensor, Forward Collision Alert-UEU
Sensor, Front Pedestrian Braking-UKJ	Spare Tire Lock-SAF
Standard Tailgate-QK1	Summit White-GAZ
Tailgate Function--EZ Lift, Power Lock & Release-QT5	Tire, Spare: LT245/75 R17 All Season, Blackwall-ZHQ
Tires: LT245/75 R17E All Season, Blackwall-QHQ	Trailering Package-Z82
Transmission Cooling System-KNP	Work Truck Preferred Equipment Group-1WT

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Purchase Agreement

El Dorado Chevrolet- Tom Bean
El Dorado Motors
2300 N. Central Expressway
McKinney, TX 75070

Buyer	Co-Buyer	Vehicle
City Of Sherman City Sherman PO Box 1106 Sherman, TX 75090 D: (903) 892-7301, E: (903) 892-7301, C: (903) 892-7301 craigl@cityofsherman.com		2024 Chevrolet Silverado 1500 WT VIN: 3GCUDAED8RG376011 Stock #: RG376011 Mileage: 2 Color: Summit White

PRE-TREATMENT

Purchase Details	
Accessories:	$0.00
Service Contract:	$0.00
GAP:	$0.00
Government Fees:	$66.75
Proc/Doc Fees:	$225.00
Total Taxes:	$105.91
Total Sales Price:	$47,800.00
Trade Allowance:	$0.00
Trade Payoff:	$0.00
Trade Equity:	$0.00
Rebate:	$0.00
Cash Down:	$0.00
Cash Price:	$47,800.00

X _____
Customer Signature

_____
Date

X _____
Manager Signature

_____
Date

Disclaimer:

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Vehicle Locator

Dealer Information

EL DORADO MOTORS, INC.
2300 N CENTRAL EXPRESSWAY
MCKINNEY, TX 75070
Phone: 972-782-5162
Fax: 972-569-0117

3GCUDAED8RG376011

Model Year: 2024
Make: Chevrolet
Model: 1500 Silverado
4WD, Crew Cab-CK10743
PEG: Work Truck Preferred Equipment Group-1WT
Primary Color: Summit White-GAZ
Trim: 1WT-Vinyl, Jet Black, Interior Trim-H2G
Engine: Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T-L84
Transmission: 10-Speed Automatic-MHT

Event Code: 5000-Delivered to Dealer
Order #: DKZRR4
MSRP: $52,440.00

Order Type: TRE-Retail Stock
Stock #: RG376011
Inventory Status: Available

Additional Vehicle Information

Vehicle Options

Chargeable Options

	MSRP
120 Volt Electrical Receptacle, In Cab-KI4	$225.00
1WT Value Package-PEB	$1,190.00
Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T-L84	$1,595.00
Integrated Trailer Brake Controller-JL1	$275.00
Lighting, Cargo Box, LED-UF2	$125.00
Liner, Rear Wheelhouse-B1J	$140.00
Suspension Package: Off-Road-Z71	$945.00
Tailgate Function--EZ Lift, Power Lock & Release-QT5	$150.00
Tires: 265/70 R17 All Terrain, Blackwall-QDV	$200.00
WT VALUE PACKAGE DISCOUNT-1SZ	-$500.00

ADD UPFITTER SWITCHES

No Cost Options

10-Speed Automatic-MHT
Federal Emissions-FE9
GVW Rating 7100 Lbs-C5Y
Rear Axle: 3.23 Ratio-GU5
Wheels: 17" Steel - Painted Ultra Silver-RD6

Other Options	
1WT Convenience 1 Package-PCV	1WT-Vinyl, Jet Black, Interior Trim-H2G
2-USBs, Second Row Charge/Data Ports-UBI	3 Years of Onstar Remote Access-PRF
Alternator, 170 AMP-KW7	Auto Locking Differential, Rear-G80
Automatic Emergency Braking-UHY	Chevrolet Infotainment, 7" Color Screen-IOR
Cooler, Engine Oil-KC4	Cruise Control-K34
Defogger, Rear Window, Electric-C49	Durabed-E63
Floor Covering: Rubberized Vinyl, Black-BG9	Focused Ordering Configuration-RFQ
Following Distance Indicator-UE4	Front License Plate Mounting Provisions-VK3
Glass, Deep Tinted-AKO	Headlamps, Intellibeam-TQ5
Heavy Duty Air Filter-K47	Hill Descent Control-JHD
Keyless Remote Entry-AQQ	Lane Keep Assist/Departure Warning-UHX
Mirrors, O/S: Power, Heated-DLF	OnStar Communication System-UE1
Recovery Hooks-V76	Seats: Front 40/20/40 Split-Bench, Full Feature-AZ3
Sensor, Forward Collision Alert-UEU	Sensor, Front Pedestrian Braking-UKJ
Skid Plate-NZZ	Spare Tire Lock-SAF
Speaker System: Standard Sound System-UQF	Standard Tailgate-QK1
Summit White-GAZ	Tire, Spare: 265/70 R17 All Season, Blackwall-XCQ
Trailering Package-Z82	Transfer Case: Active, 2-Speed, Autotrac, Rotary Dial-NQH
Transmission Cooling System-KNP	Work Truck Preferred Equipment Group-1WT

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Purchase Agreement

El Dorado Chevrolet- Tom Bean
El Dorado Motors
2300 N. Central Expressway
McKinney, TX 75070

Buyer	Co-Buyer	Vehicle
City Of Sherman City Sherman PO Box 1106 Sherman, TX 75090 D: (903) 892-7301, E: (903) 892-7301, C: (903) 892-7301 craigl@cityofsherman.com		2025 Chevrolet Malibu RS VIN: 1G1ZG5ST1SF100818 Stock #: SF100818 Mileage: 2 Color: Summit White

NEIGHBORHOOD

Purchase Details	
Accessories:	$0.00
Service Contract:	$0.00
GAP:	$0.00
Government Fees:	$66.75
Proc/Doc Fees:	$225.00
Total Taxes:	$106.91
Total Sales Price:	$28,168.66
Trade Allowance:	$0.00
Trade Payoff:	$0.00
Trade Equity:	$0.00
Rebate:	$0.00
Cash Down:	$0.00
Cash Price:	$28,168.66

X _____
Customer Signature

_____
Date

X _____
Manager Signature

_____
Date

Disclaimer:

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Vehicle Locator

Dealer Information

EL DORADO MOTORS, INC.
2300 N CENTRAL EXPRESSWAY
MCKINNEY, TX 75070
Phone: 972-782-5162
Fax: 972-569-0117

1G1ZG5ST1SF100818

Model Year: 2025
Make: Chevrolet
Model: Malibu
RS-1ZS69
PEG: 1SP Preferred Equipment Group-1SP
Primary Color: Summit White-GAZ
Trim: Jet Black Cloth Interior Trim-H1T
Engine: Engine 4 cyl, 1.5L, Turbo-LFV
Transmission: Transmission, Automatic Continuously Var. Ratio-MRG

Event Code: 5000-Delivered to Dealer
Order #: DNRX9S
MSRP: $28,570.00

Order Type: TRE-Retail Stock
Stock #: SF100818
Inventory Status: Available

Additional Vehicle Information

Vehicle Options

Chargeable Options		MSRP	
	LPO: All-Weather Floor Liners, Front & Rear-RIA	$250.00	ADD SPARE
	LPO: Cargo Net-W2D	$75.00	
	Lane Change Alert with Side Blind Zone Alert-UKC	$250.00	TIRE

No Cost Options

Engine 4 cyl, 1.5L, Turbo-LFV
Federal Emissions-FE9
Transmission, Automatic Continuously Var. Ratio-MRG

Other Options	
1SP Preferred Equipment Group-1SP	Badge, Nameplate in Black-B57
Black Bow Tie-B94	Braking, Front Pedestrian-UKJ
Buckle to Drive-T8Z	Chevy Safety Assist-WPS
Communication Equip Mobile Internet Connectity-VV4	Control Intelligent High Beam-TQ5
Cruise Control Automatic, Electronic-K34	Display Instrument Driver Info Enhanced (One color grap-UDC
Driver Confidence Package (Includes UD7 & DL6 Only)-WPR	Engine Control Stop/Start-KL9
Forward Collision Alert Sensor-UEU	Front Adjuster, 8 way-AE8
Jet Black Cloth Interior Trim-H1T	License Plate bracket, front-VK3
Low Speed Forward Automatic Braking-UHY	Mirror O/S, Remote Control, Electric, Heated, Color-DL6
Mirror, Interior Rearview-D31	OnStar-UE1
Push button start, keyless-BTM	Radio, Infotainment, 8" Color Touch-Screen-IOR
Rear Cross Traffic Alert Sensor-UFG	Rear Park Assist-UD7
Remote Start-BTV	Seat Adjuster, power driver lumbar control-AL9
Seats, Front Bucket-A51	Sensor Indicator Following Distance-UE4
Sensor Indicator Lane Keep Assist-UHX	Speaker system standard audio-UQF
Spoiler, Rear-T43	Steering Column Tilt, Telescoping-N37
Steering Wheel, wrapped-N5F	Summit White-GAZ
Teen Driver Mode-TDM	Tire Inflator Kit-KTI
Vision Rear View, Mono, HD Digital-UVB	Wheel 18 x 18.5, aluminum-PZX
Wireless Projection-PPW	XM Radio Not Installed-U2J

"~" indicates vehicle belongs to Trading Partner's inventory

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

Purchase Agreement

El Dorado Chevrolet- Tom Bean
El Dorado Motors
2300 N. Central Expressway
McKinney, TX 75070

Buyer	Co-Buyer	Vehicle
City Of Sherman City Sherman PO Box 1106 Sherman, TX 75090 D: (903) 892-7301, E: (903) 892-7301, C: (903) 892-7301 craigl@cityofsherman.com		2024 Chevrolet Silverado 2500HD Work Truck VIN: 1GC4YLE78RF462270 Stock #: RF462270 Mileage: 2 Color: Summit White

WATER QUAILTY

Purchase Details	
Accessories:	$0.00
Service Contract:	$0.00
GAP:	$0.00
Government Fees:	$66.75
Proc/Doc Fees:	$225.00
Total Taxes:	$106.91
Total Sales Price:	$52,981.16
Trade Allowance:	$0.00
Trade Payoff:	$0.00
Trade Equity:	$0.00
Rebate:	$0.00
Cash Down:	$0.00
Cash Price:	$52,981.16

X _____
Customer Signature

_____
Date

X _____
Manager Signature

_____
Date

Disclaimer:

Printed 10/30/24 10:56 AM

This is an offer to purchase this vehicle today, NOT A FINANCE CONTRACT. You certify that the above information is correct and accurate, and authorize the release of credit history for the purpose of vehicle sales. Payments on this worksheet are estimates and are subject to lender approval.

Vehicle Locator

Dealer Information

EL DORADO MOTORS, INC.
2300 N CENTRAL EXPRESSWAY
MCKINNEY, TX 75070
Phone: 972-782-5162
Fax: 972-569-0117

1GC4YLE78RF462270

Model Year: 2024
Make: Chevrolet
Model: 2500HD Silverado
LWB, 4WD, Crew Cab-CK20943
PEG: Work Truck Preferred Equipment Group-1WT
Primary Color: Summit White-GAZ
Trim: 1WT-Vinyl, Jet Black, Interior Trim-H2G
Engine: Engine: 6.6L, V-8, SIDI-L8T
Transmission: 10-Speed Automatic-MKM

Event Code: 5000-Delivered to Dealer
Order #: DGXCDC
MSRP: $56,260.00

Order Type: FNR-Fleet Commercial
Stock #: RF462270
Inventory Status: N/A

Additional Vehicle Information

Vehicle Options

Chargeable Options	MSRP	
120 Volt Electrical Receptacle, In Cab-KI4	$225.00	ADD UPFITTER
1WT Convenience 1 Package-PCV	$800.00	
Bumper, Front, Chrome-V46	$200.00	SWITCHES
Cargo Bed View Camera-UVO	$250.00	
Chevytec Spray-on Liner-CGN	$545.00	
Integrated Trailer Brake Controller-JL1	$275.00	
Mirrors, O/S: Pwr Fold.,Man. Ext., Heat, Turn Indicator-DWI	$720.00	
Skid Plate-NZZ	$150.00	
Transfer Case: Active, 2-Speed, Autotrac, Rotary Dial-NQH	$200.00	

No Cost Options

10-Speed Automatic-MKM
Engine: 6.6L, V-8, SIDI-L8T
Federal Emissions-FE9
GVW Rating 10,650 Lbs-JGF
Rear Axle: 3.73 Ratio-GT4
Wheels: 17" Steel, Painted-PYN

Other Options

1WT-Vinyl, Jet Black, Interior Trim-H2G	3 Years of Onstar Remote Access-PRF
Alternator, 170 AMP-KW7	Auto Locking Differential, Rear-G80
Automatic Emergency Braking-UHY	Bumper, Rear, Chrome Step-VJH
Chevrolet Infotainment, 7" Color Screen-IOR	Cooler, Engine Oil-KC4
Cruise Control-K34	Defogger, Rear Window, Electric-C49
Durabed-E63	Floor Covering: Rubberized Vinyl, Black-BG9
Following Distance Indicator-UE4	Front License Plate Mounting Provisions-VK3
Glass, Deep Tinted-AKO	Headlamps, Intellibeam-TQ5
Heavy Duty Air Filter-K47	Keyless Remote Entry-AQQ
OnStar Communication System-UE1	Recovery Hooks-V76
Seats: Front 40/20/40 Split-Bench, Full Feature-AZ3	Sensor, Forward Collision Alert-UEU
Sensor, Front Pedestrian Braking-UKJ	Spare Tire Lock-SAF
Standard Tailgate-QK1	Summit White-GAZ
Tailgate Function--EZ Lift, Power Lock & Release-QT5	Tire, Spare: LT245/75 R17 All Season, Blackwall-ZHQ
Tires: LT245/75 R17E All Season, Blackwall-QHQ	Trailering Package-Z82
Transmission Cooling System-KNP	Work Truck Preferred Equipment Group-1WT

"~" indicates vehicle belongs to Trading Partner's inventory

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

City of Sherman (TX)

Tabulation Report ITB - INVITATION TO BID - PURCHASE OF MULTIPLE STAFF AND SERVICE VEHICLES

Vendor: SOUTHWEST CDJR LLC _ GILCHRIST AUTOMOTIVE

General Comments: Hi Craig,
The 2024 Ram 2500's in this bid are in stock - they were the ones that we ordered for you last year but didnt get here quickly enough so I filled last year's order with our Retail Stock Inventory. We also have the Ford Explorers in stock. The 1500's - Malibu would be ordering units (about 120 to 140 days now)
Thanks Vernon - P.S.call me when you know something, and I can hold the in-stock units for you until a P.O. is created.

General Attachments: CERTIFICATE OF INSURANCE _ Southwest CDJR COI TX Comp 2024 TEXAS COMPTROLLER.pdf
GILCHRIST AUTOMOTIVE _ GOVERNMENT FLEET REFERENCES.pdf
GILCHRIST AUTOMOTIVE GROUP - DEALERSHIP LOCATIONS - BRANDS OF VEHICLES.pdf
GILCHRIST AUTOMOTIVE OWNERSHIP - DEALER CHARLIE GILCHRIST.pdf
SIGNED BID _ ITB_-_Purchase_of_Multiple_Staff_and_Service_Vehicles_FY25_Final.pdf
SIGNED _ Form_1295_Certificate_101284555.pdf
SOUTHWEST CDJR fw9.pdf

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Exhibit A
Invitation to Bid

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

Invitation to Bid

For

PURCHASE OF MULTIPLE STAFF & SERVICE VEHICLES
ITB No. 2025-01

Publication Dates: **Sunday October 13, 2024**
Sunday October 20, 2024

Docusign Envelope ID: AAB2C3F9-48F2-4C58-A65D-C06CF70E04A7

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CITY OF SHERMAN, TEXAS

FINANCE DEPARTMENT

INVITATION TO BID - BID NO. 2025-01; **PURCHASE OF MULTIPLE STAFF AND SERVICE VEHICLES**

The enclosed **INVITATION TO BID** (ITB) and accompanying **SPECIFICATIONS** are for your convenience in bidding the enclosed referenced **PURCHASE OF MULTIPLE STAFF AND SERVICE VEHICLES** 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, October 31, 2024,** 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 VEHICLES - No. 2025-01

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

OR

Electronically at www.publicpurchase.com

OR

By delivery at the Municipal Building address listed above.

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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 31st day of October, 2024,** at which time bids duly delivered and submitted will be considered for supplying the following:

BID NO. 2025-01 – PURCHASE OF MULTIPLE STAFF AND SERVICE VEHICLES

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 VEHICLES 2025-01" 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, October 31, 2024,** at which time the sealed bids will be opened.

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

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

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

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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.**

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CHANGES OR ALTERATIONS

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

COMPLETING INFORMATION

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

CONTRACT CLAUSE

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

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

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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.

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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

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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

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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

Truck for the Engineering Services Department:

- One (1) new half-ton truck; 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
  - 4x4 model preferred
  - 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 seat w/ center console, all-terrain tires.

Ford Explorers for the Police Department:

- Two (2) new Ford Explorers; Used will not be accepted
  - Two-wheel drive
  - Four-door models only
  - Exterior colors must be black or dark grey
  - Trim package must be XLT or higher

Trucks for the Treatment Services Department:

- One (1) new ½-ton truck; Used will not be accepted
  - Make must be Chevy, Ford, Dodge, or GMC
  - Super crew or quad cab models only
  - Exterior color must be white
  - 2-wheel drive, with automatic transmission
  - Spare key fob
  - All terrain tires with full size spare
  - Trailer towing package

Docusign Envelope ID: AAB2C3F9-48F2-4C58-A65D-C06CF70E04A7

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

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

- Make must be Chevy, Ford, Dodge, or GMC
- Super crew or quad cab models only
- Exterior color must be white
- 4-wheel drive, with automatic transmission
- Spare key fob
- All terrain tires with 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, rubber flooring

Truck for the Pre-Treatment Services Department:

❖ One (1) new ½-ton truck; Used will not be accepted

- Make must be Chevy, Ford, Dodge, or GMC
- Super crew or quad cab models only
- Exterior color must be white
- 4-wheel drive, with automatic transmission
- Spare key fob
- All terrain tires with 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, rubber flooring

Docusign Envelope ID: AAB2C3F9-48F2-4C58-A65D-C06CF70E04A7

Car for the Neighborhood Services Department:

- One (1) new Chevrolet Malibu RS; Used will not be accepted
  - 2-wheel drive
  - Exterior color – white preferred
  - gas engine
  - automatic transmission
  - cloth seats
  - four-door model
  - keyless entry (2 keys with fobs)
  - spare tire

Truck for the Water Quality Department:

- One (1) new ¾-ton truck; Used will not be accepted
  - Crew cab
  - Exterior color must be white
  - long bed
  - 4x4 preferred
  - V8 automatic
  - vinyl seats w/ 40/20/40 split
  - gas engine preferred
  - Spare key fob
  - Additional specs required: trailer towing package, tilt steering, rear backup camera, spare accessory switches for lighting, vinyl or rubber flooring

Docusign Envelope ID: AAB2C3F9-48F2-4C58-A65D-C06CF70E04A7

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):

__X__ 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: SOUTHWEST CDJR LLC _ GILCHRIST AUTOMOTIVE

Address of Principal Place of Business:

2235 N MAIN

CLEBURNE TEXAS 76033

Mailing Address (if different):

Phone: 713-444-0378

Fax:

Email: VSCOTT@GILCHRISTAUTOMOTIVE.COM

Authorized Representative: VERNON SCOTT - GOVT FLEET DIRECTOR

Signature: DocuSigned by: Vernon Scott E5DDE71B8F1D41E...

Date: 10-29-2024

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

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 vehicle prices must include all fees****

Engineering Services Department

New ½-ton truck $ 41,290.75 TOTAL DELIVERED TO SHERMAN TX

2025 RAM 1500 TRADESMAN QUAD CAB 4X4 WITH SPRAY IN BED LINER, 140 in WB 6 ft 4 in Box WITH 3.6L V6 24V VVT e-Torque Engine & 8-Spd Auto 850RE Trans, Trailer Brake Control, Mopar Front & Rear Rubber Floor Mats, Black Vinyl Floor Covering

Sherman Police Department

New Ford Explorer #1 $ 41,990.75 TOTAL DELIVERED IN STOCK

New Ford Explorer #2 $ 41,990.75 TOTAL DELIVERED IN STOCK

2025 EXPLORER ACTIVE RWD EXTERIOR
119" WHEELBASE AGATE BLACK METALLIC
2.3L ECOBOOST I-4 ENGINE INTERIOR
10-SPEED AUTO TRANSMISSION DARK SPACE GRAY CLOTH SEATS

Treatment Services Department

New ½-ton truck 2025 RAM 1500 TRADESMAN QUAD CAB 4X4, 140 in WB 6 ft 4 in Box WITH 3.6L V6 24V VVT e-Torque Engine & 8-Spd Auto 850RE Trans, Trailer Brake Control, Black Vinyl Floor Covering & 1 EXTRA KEY FOB

OPT 1_ 1500 QUAD CAB _$ 40,990.75 TOTAL DEL.
$ OPT 2 _ 1500 CREW CAB $ 43,998.75 TOTAL DEL.

New ¾-ton truck $ 55,890.75 TOTAL DELIVERED RAM 2500 IN-STOCK

2024 RAM 2500 TRADESMAN CREW CAB 4X4 (149 in WB 6 ft 4 in Box), Package: 2GA Customer Preferred Package, 6.4L V8 Heavy Duty HEMI MDS Engine, 8-Spd Auto 8HP75-LCV Transmission, Paint/Seat/Trim: PW7 Bright White Clear Coat, *V9 Cloth 40/20/40 Bench Seat-X9 Black, Options: XHC Trailer Brake Control, UBD Uconnect 5 W 8.4" Display, TCP LT275/70R18E OWl On/Off Road Tires, DSA Anti-Spin Differential Rear Axle, DK3 Elec Shift-On-The-Fly Transfer Case, A6B Tradesman Level 2 Equipment Group, AMP Chrome Appearance Group, ADB Protection Group

Pre-Treatment Services Department

New ½-ton truck 2025 RAM 1500 TRADESMAN QUAD CAB 4X4, 140 in WB 6 ft 4 in Box WITH 3.6L V6 24V VVT e-Torque Engine & 8-Spd Auto 850RE Trans, Trailer Brake Control, Black Vinyl Floor Covering & 1 EXTRA KEY FOB

$ OPT 1_ 1500 QUAD CAB _$ 40,990.75 TOTAL DEL.
OPT 2 _ 1500 CREW CAB $ 43,998.75 TOTAL DEL.

Neighborhood Services Department

New Chevy Malibu 2025 CHEV MALIBU RS - Exterior Color Summit White Interior Color Jet Black, Premium cloth seat trim Fuel Economy28/36 MPG City/Hwy Details Transmission Automatic, DrivetrainFWDEngine1.5L Turbo 4-cylinder engine, 2 EXTRA KEY FOBS

$ 29,890.75 TOTAL DELIVERED

Water Quality Department

New ¾-ton truck 2024 RAM 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 Clear Coat *TX HD Vinyl 40/20/40 Split Bench Seat -X8 Black/Diesel Gray Options: XHC Trailer Brake Control, UBD Uconnect 5 W 8.4" Display, NFC 50 Gallon Fuel Tank, LNC Clearance Lamps, DSA Anti-Spin Differential Rear Axle, A61 Tradesman Level 1 Equipment Group, AMP Chrome Appearance Group

$ 57,990.75 TOTAL DELIVERED IN-STOCK

Signature of Bidder DocuSigned by: Vernon Scott E5DDE71B8F1D41E...

Bidder (print name) Vernon Scott

VERNON SCOTT - GOVT FLEET DIRECTOR _ GILCHRIST AUTOMOTIVE CELL 713-444-0378

Docusign Envelope ID: AAB2C3F9-48F2-4C58-A65D-C06CF70E04A7

Contractor References

Customer Name: City of Sherman

Address: PO Box 1106
Sherman, TX 75091-1106

Contact: City of Sherman – Craig Long – Purchasing Officer – 903-892-7215, craigl@cityofsherman.com Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: TEXAS A&M UNIVERSITY

Address: P.O.BOX 40006
College Station, TX 77842-4006

Contact: DEPARTMENT HEAD - CHRIS GABLE 254-592-9040
CHRIS.GABLE@TEEX.TAMU.EDU Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Customer Name: North Texas Tollway Authority
Procurement Department – Steve Lacasse -slacasse@ntta.org
469-608-6840

Address: Floyd Spencer – NTTA Fleet Manager 214-695-6379
North Texas Tollway Authority 5900 West Plano Parkway, Suite 100 Plano, TX 75093

Contact: _____ Telephone #: _____

Scope of work performed: _____

Length of Service: _____

Docusign Envelope ID: AAB2C3F9-48F2-4C58-A65D-C06CF70E04A7

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

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

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

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

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

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_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):

Docusign Envelope ID: AAB2C3F9-48F2-4C58-A65D-C06CF70E04A7

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 29 day of OCTOBER, 2024

DocuSigned by:
Vernon Scott
GOVERNMENT FLEET DIRECTOR -GILCHRIST AUTOMOTIVE

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 29 day of OCTOBER, 2024.

_____

Notary Public in and for the State of _____

My commission expires: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

SOUTHWEST CDJR LLC _ GILCHRIST AUTOMOTIVE

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

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

N/A

Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

7 DocuSigned by:

Vernon Scott

E5DDE7B8F1D41E...

Signature of vendor doing business with the governmental entity

10-29-2024

Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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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.

Docusign Envelope ID: AAB2C3F9-48F2-4C58-A65D-C06CF70E04A7

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: **2025-01**

   Description of Goods and Services to be provided: **Purchase of Multiple Staff & Services Vehicles**

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.

Docusign Envelope ID: AAB2C3F9-48F2-4C58-A65D-C06CF70E04A7

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 E5DDE71B8F1D41E...

Print Name & Title: VERNON SCOTT - GOVT FLEET DIRECTOR

Firm Name: SOUTHWEST CDJR LLC _ GILCHRIST AUTOMOTIVE

Date Signed: 10/29/2024

NOTARIZATION

THE STATE OF TEXAS)
)
COUNTY OF PARKER)

BEFORE ME, the undersigned notary public on this day personally appeared VERNON SCOTT, on behalf of SOUTHWEST 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 29 day of OCTOBER, 2024.

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.

Docusign Envelope ID: E0ADA92B-5579-41CF-A649-D2875D9A4926

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1232492

Date Filed:
10/29/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
SOUTHWEST CDJR LLC
Cleburne, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Sherman

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2025-01
Purchase of Multiple Staff & Services Vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is VERNON SCOTT, and my date of birth is 11-02 1963.

My address is 317 N LAMBERT RD (street), WEATHERFORD (city), TX (state), 76088 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in PARKER County, State of TEXAS, on the 29 day of OCTOBER (month), 20 24 (year).

GOVERNMENT FLEET DIRECTOR -GILCHRIST AUTOMOTIVE

DocuSigned by:
Vernon Scott
E5DDE71B8E1D41E...

Signature of authorized agent of contracting business entity
(Declarant)

Gilchrist Automotive Group References

Owner – Charlie Gilchrist – Vernon Scott – Government Fleet Director

23 Individual Dealerships throughout Texas

TEXAS A&M UNIVERSITY

TEXAS A&M ENGINEERING EXTENSION SERVICE
P.O.BOX 40006
College Station, TX 77842-4006
DEPARTMENT HEAD - CHRIS GABLE **254-592-9040** CHRIS.GABLE@TEEX.TAMU.EDU

TEXAS A&M TRANSPORTATION INSTITUTE

3135 TAMU College Station, TX 77843- 3135

DEPARTMENT HEAD - - Nick Schnettler, Facilities, Safety & Support Services **979-446-7855**, EMAIL N-SCHNETTLER@TAMU.EDU

City of Sherman

PO Box 1106

Sherman, TX 75091-1106

City of Sherman – **Craig Long** – Purchasing Officer – **903-892-7215**, craigl@cityofsherman.com

City of Midland

P.O. BOX 1152, MIDLAND TEXAS 79703-1152, **Regina Stephenson** – City Fleet Director, **432-685-7233**

rstephenson@midlandtexas.gov

Pasadena ISD

1515 Cherrybrook Ln, Pasadena, TX 77502

Lovie Lord – Purchasing Agent -**713-740-4033**

llord@pasadenaisd.org

Tarrant County

100 E. Weatherford, Suite 506, Fort Worth, Texas 76196-0103

James Bocks - Tarrant County Senior Administrator – **817-884-1738**

jlbocks@tarrantcountytx.gov

Waco ISD

501 Franklin Avenue, Waco, TX 76701

Clifford Reece – Waco ISD Fleet Director **254-755-9473**

clifford.reece@wacoisd.org

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/09/24

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

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

PRODUCER	CONTACT NAME: Brad Wicker
WICKER PARKER INSURANCE 3909 S 7th St #D Abilene, TX 79605	PHONE (A/C, No, Ext): (325)437-0677 FAX (A/C, No): (325)437-0679 E-MAIL ADDRESS: sharon@wickerparker.com
	INSURER(S) AFFORDING COVERAGE / NAIC #
	INSURER A : Texas Mutual Insurance Co
INSURED Southwest CDJR, LLC 2235 N Main St Cleburne, TX 76033	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0002033737	01/01/24	01/01/25	☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

Statewide Procurement Division (SPD)
Texas Comptroller of Public Accounts
P.O. Box 13186
Austin, TX 78711-3186

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THE GILCHRIST AUTOMOTIVE GROUP

DEALERSHIP LOCATIONS & BRANDS SOLD

AS OF 8-1-2023

- **Southwest Ford, Inc.-GILCHRIST HEADQUARTERS**

3000 Ft. Worth Hwy. Weatherford, TX 76087-8771 US

- **Platinum Cadillac**

398 SPUR 557 TERRELL, TX 75160-3007 US

- **Platinum Chevrolet**

398 SPUR 557 TERRELL, TX 75160-3007 US

- **Platinum Chrysler Dodge Jeep RAM**

65 Spur 557 Terrell, TX 75160 US

- **Platinum Ford**

85 Spur 557 Terrell, TX 75160 US

- **Platinum Ford North**

11590 Highway 377 Pilot Point, TX 76258-6053 US

- **Spur Chrysler Dodge Jeep Ram**

106 S Hwy 36 Bypass Gatesville, TX 76528 US

- **Triple Crown Ford**

2975 W Washington Stephenville, TX 76401-3713 US

- **Triple Crown Lincoln**

2975 W Washington St Stephenville, TX 76401-3713 US

- **SouthWest Buick GMC of Lawton**

5002 NW Cache Rd Lawton, OK 73505 US

- **SouthWest Chrysler Dodge Jeep Ram**

2235 N. Main Street Cleburne, TX 76033 US

- **SouthWest Honda**

5010 NW Cache Rd Lawton, OK 73505 US

- **Southwest Mazda**

5221 NW Cache Rd Lawton, OK 73505 US

- **SouthWest Nissan**

3050 Fort Worth Hwy. Weatherford, TX 76087 US

- **SouthWest Toyota of Lawton**

7110 NW Quanah Parker Trailway Lawton, OK 73505-3409 US

- **SouthWest Volkswagen**

2951 Fort Worth Hwy Weatherford, TX 76087 US

- **Spur Chevrolet GMC**

210 S HIGHWAY 36 N BYP GATESVILLE, TX 76528-2745 US

- **Pegasus Chevrolet**

401 S I-45 ENNIS, TX 75119-5114 US

- **Pegasus Chrysler Dodge Jeep RAM**

305 S. Interstate Highway 45 Ennis, TX 75119-5114

- PLATINUM TOYOTA OF TEXOMA

899 US-75, Denison, TX 75020

- PLATINUM NISSAN OF TEXOMA

2010 US-75, Denison, TX 75020

- PLATINUM HONDA OF TEXOMA

2020 US-75, Denison, TX 75020

GILCHRIST AUTOMOTIVE FORD DEALERSHIPS

4 LOCATIONS AVAILABLE

A **Platinum Ford**

85 Spur 557
Terrell, TX 75160 US

B **Platinum Ford North**

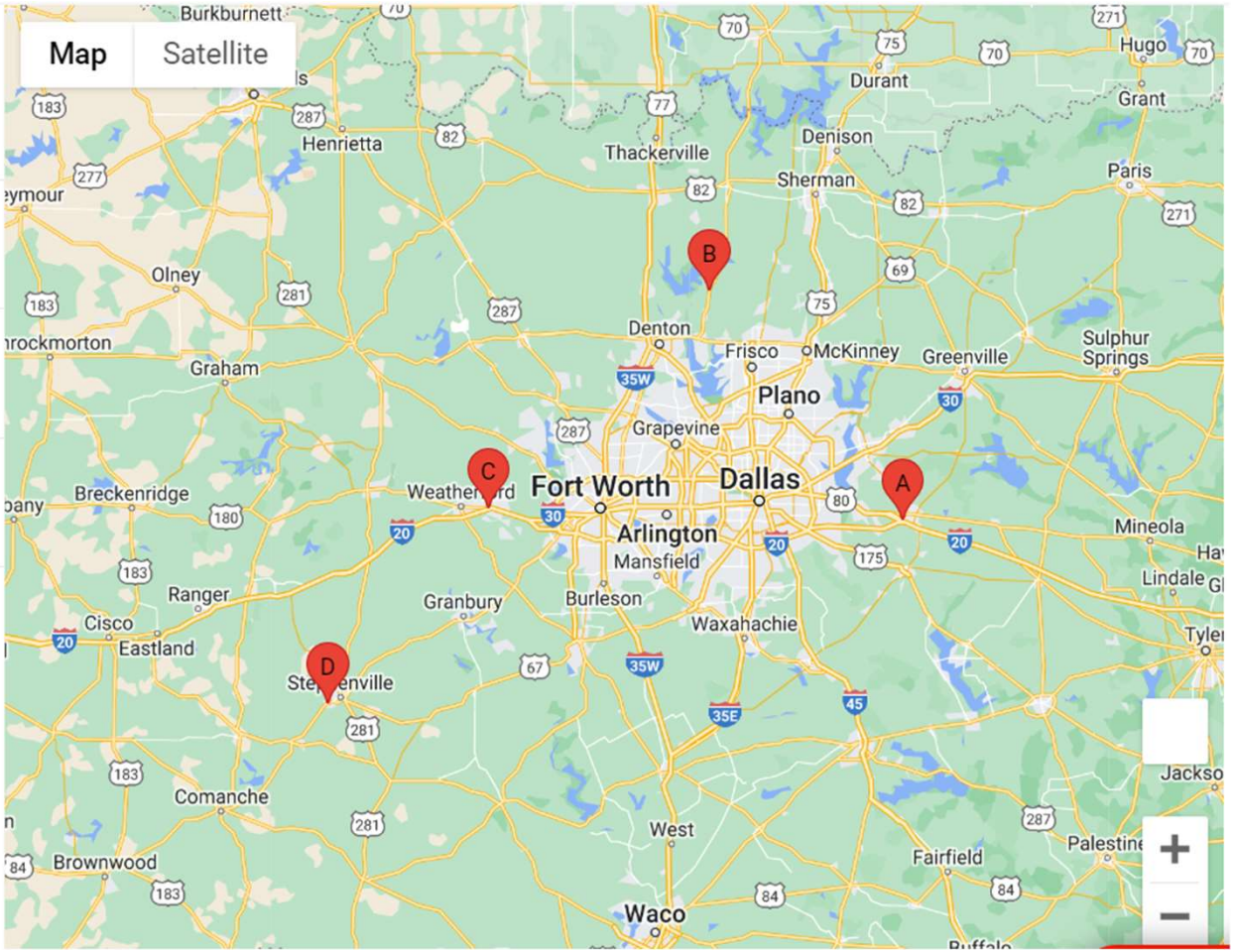
11590 Highway 377
Pilot Point, TX 76258-6053 US

C **Southwest Ford, Inc.**

3000 Ft. Worth Hwy.
Weatherford, TX 76087-8771 US

D **Triple Crown Ford**

2975 W Washington
Stephenville, TX 76401-3713 US



GILCHRIST AUTOMOTIVE CHEVROLET DEALERSHIPS

3 LOCATIONS AVAILABLE

A **Pegasus Chevrolet**

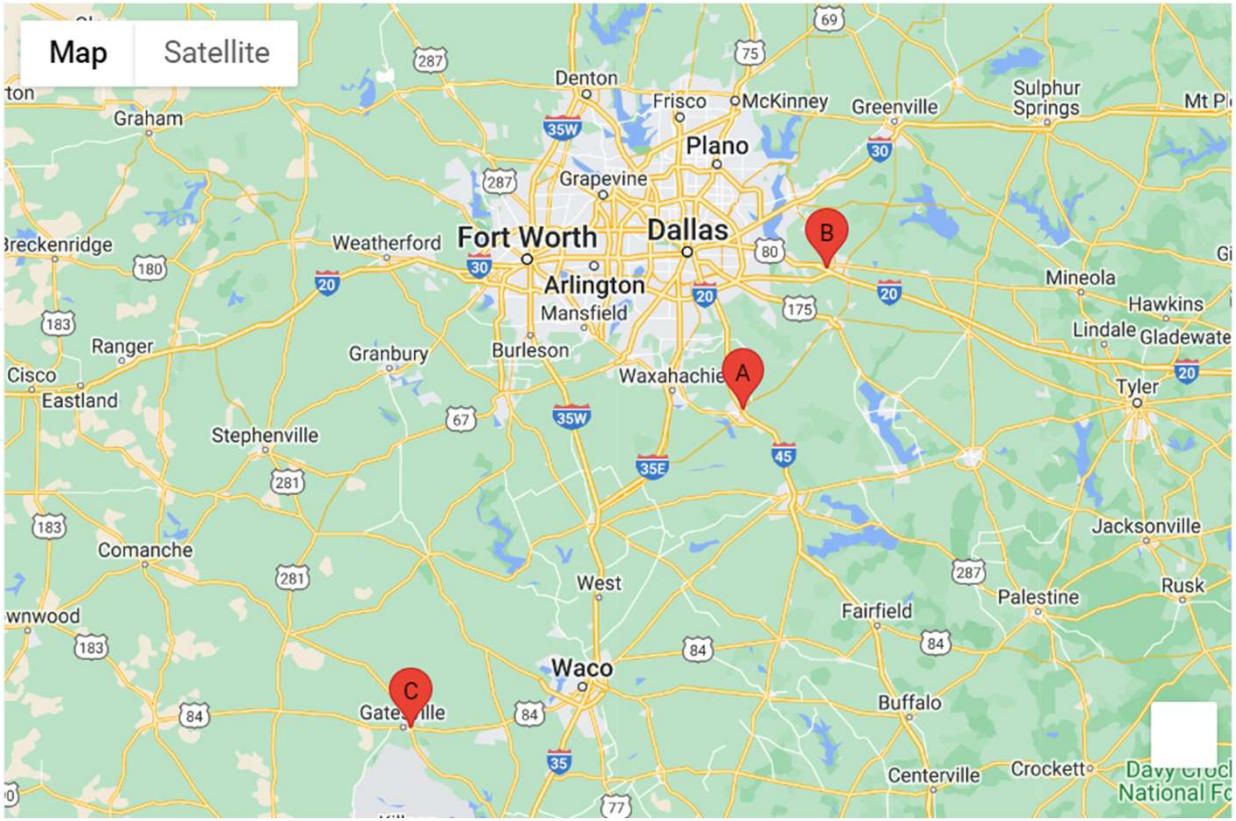
401 S I-45
ENNIS, TX 75119-5114 US

B **Platinum Chevrolet**

398 SPUR 557
TERRELL, TX 75160-3007 US

C **Spur Chevrolet GMC**

210 S HIGHWAY 36 N BYP
GATESVILLE, TX 76528-2745 US



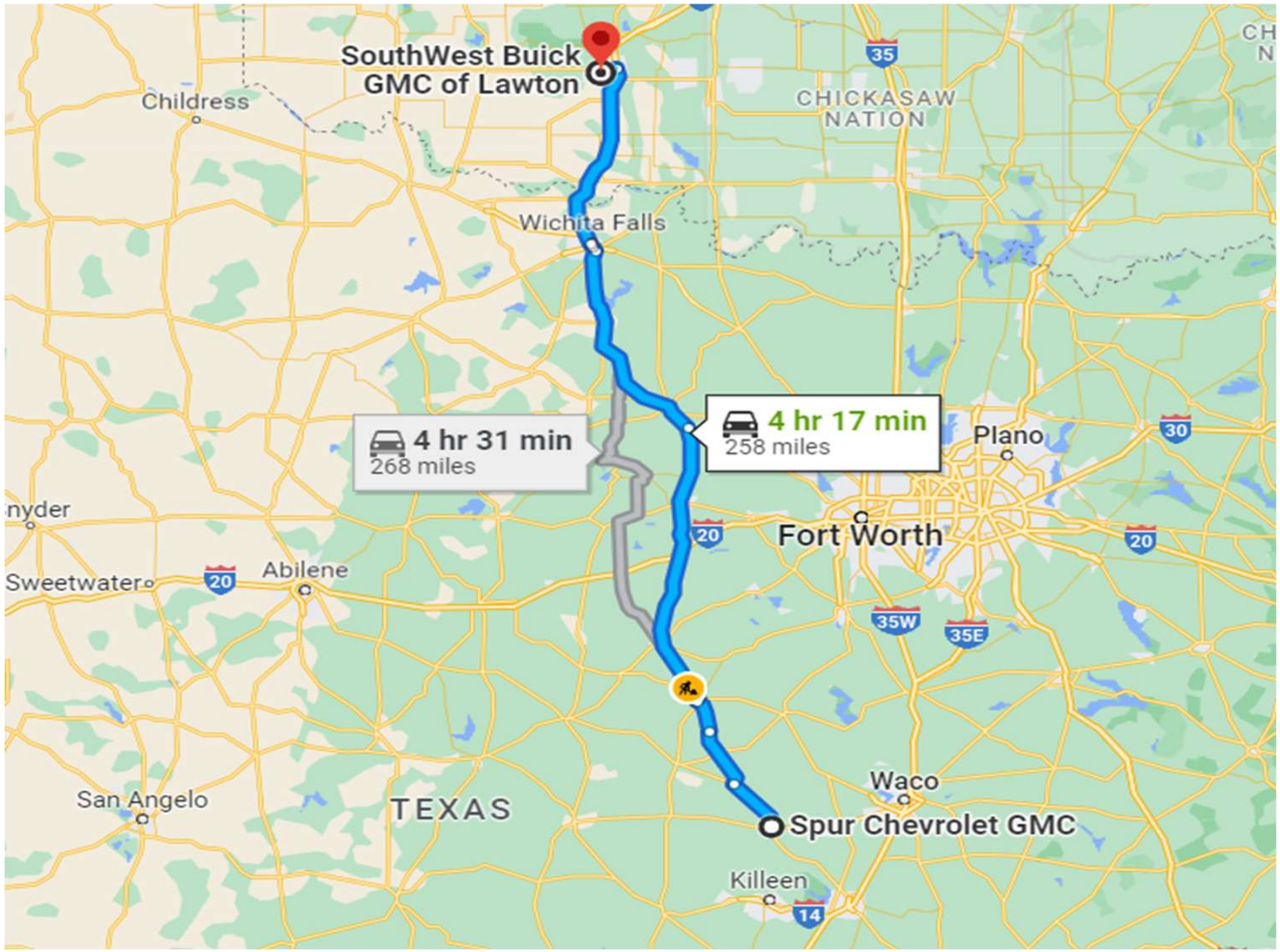
GILCHRIST AUTOMOTIVE BUICK & GMC DEALERSHIPS

A **SouthWest Buick GMC of Lawton**

5002 NW Cache Rd
Lawton, OK 73505 US

B **Spur Chevrolet GMC**

210 S HIGHWAY 36 N BYP
GATESVILLE, TX 76528-2745 US



GILCHRIST AUTOMOTIVE
DODGE CHRYSLER JEEP RAM DEALERSHIPS

4 LOCATIONS AVAILABLE

A **Pegasus Chrysler Dodge Jeep RAM**

305 S. Interstate Highway 45
Ennis, TX 75119-5114 US

B **Platinum Chrysler Dodge Jeep RAM**

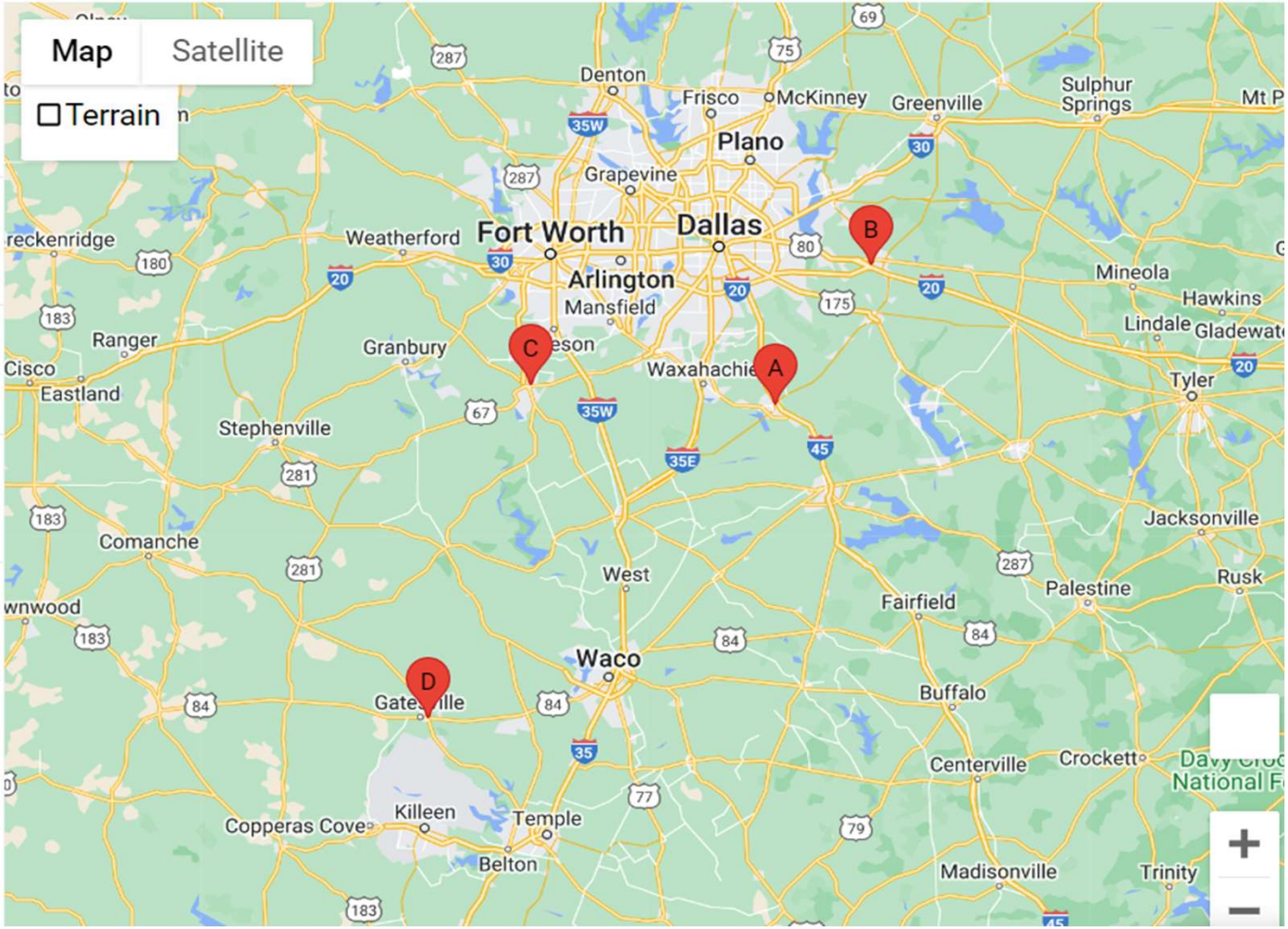
65 Spur 557
Terrell, TX 75160 US

C **SouthWest Chrysler Dodge Jeep Ram**

2235 N. Main Street
Cleburne, TX 76033 US

D **Spur Chrysler Dodge Jeep Ram**

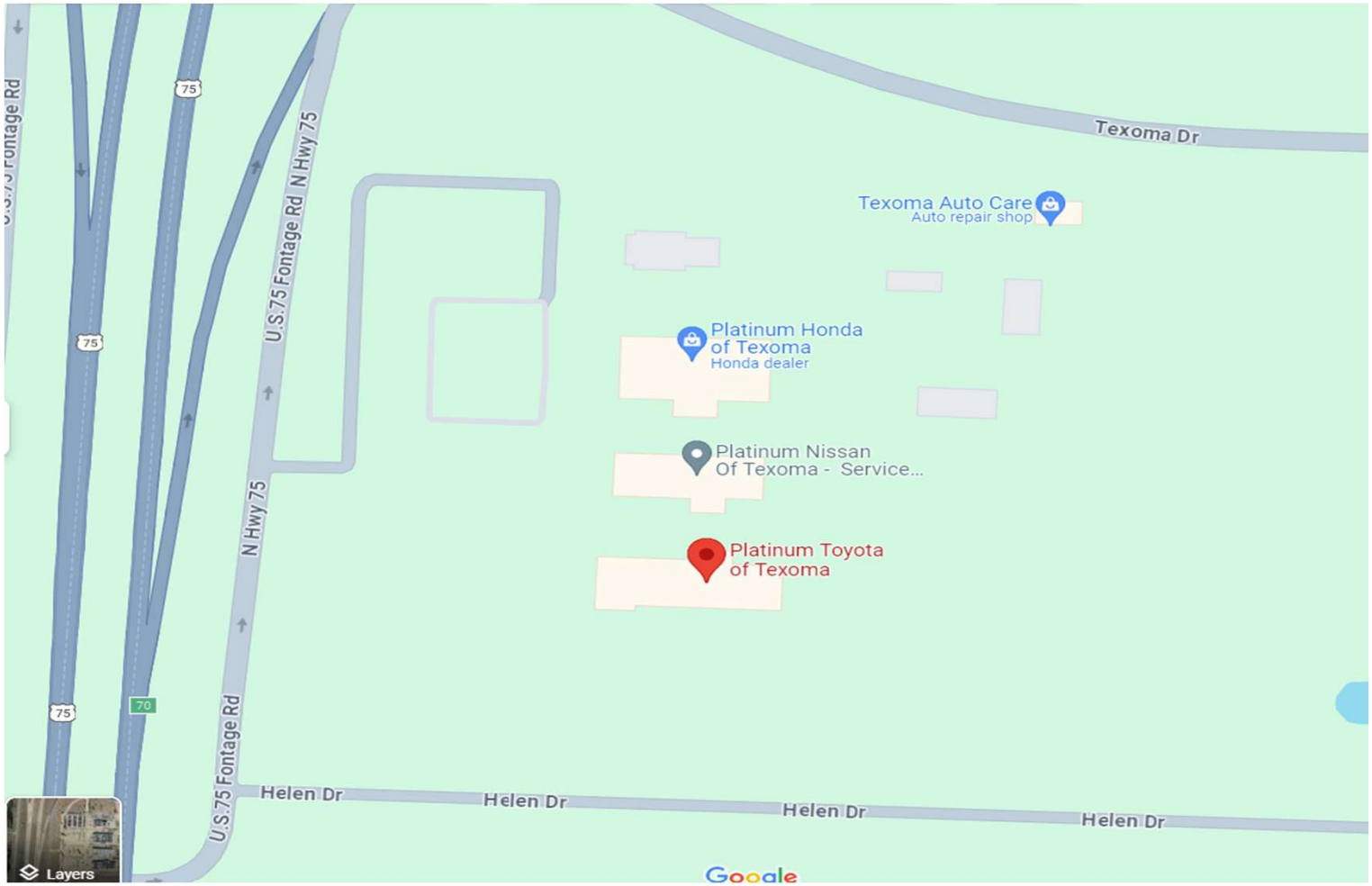
106 S Hwy 36 Bypass
Gatesville, TX 76528 US



PLATINUM HONDA OF TEXOMA
2020 US-75, Denison, TX 75020

PLATINUM NISSAN OF TEXOMA
2010 US-75, Denison, TX 75020

PLATINUM TOYOTA OF TEXOMA
899 US-75, Denison, TX 75020



GILCHRIST AUTOMOTIVE
NISSAN VOLKSWAGEN CADILLAC LINCOLN TOYOTA MAZDA HONDA DEALERSHIPS

1 LOCATION AVAILABLE

A **SouthWest Nissan**

3050 Fort Worth Hwy.
Weatherford, TX 76087 US

1 LOCATION AVAILABLE

A **SouthWest Volkswagen**

2951 Fort Worth Hwy
Weatherford, TX 76087 US

1 LOCATION AVAILABLE

A **Platinum Cadillac**

398 SPUR 557
TERRELL, TX 75160-3007 US

1 LOCATION AVAILABLE

A **Triple Crown Lincoln**

2975 W Washington St
Stephenville, TX 76401-3713 US

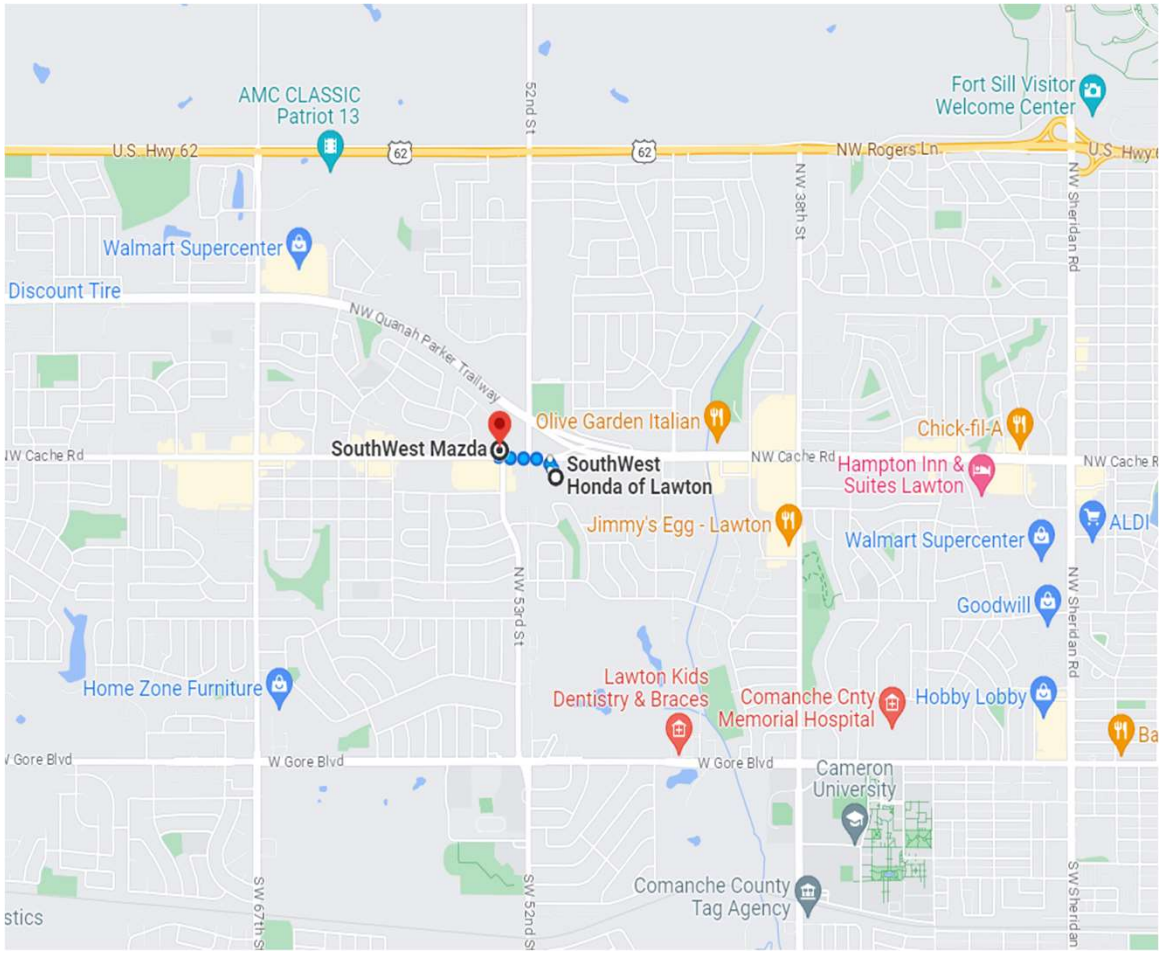
1 LOCATION AVAILABLE

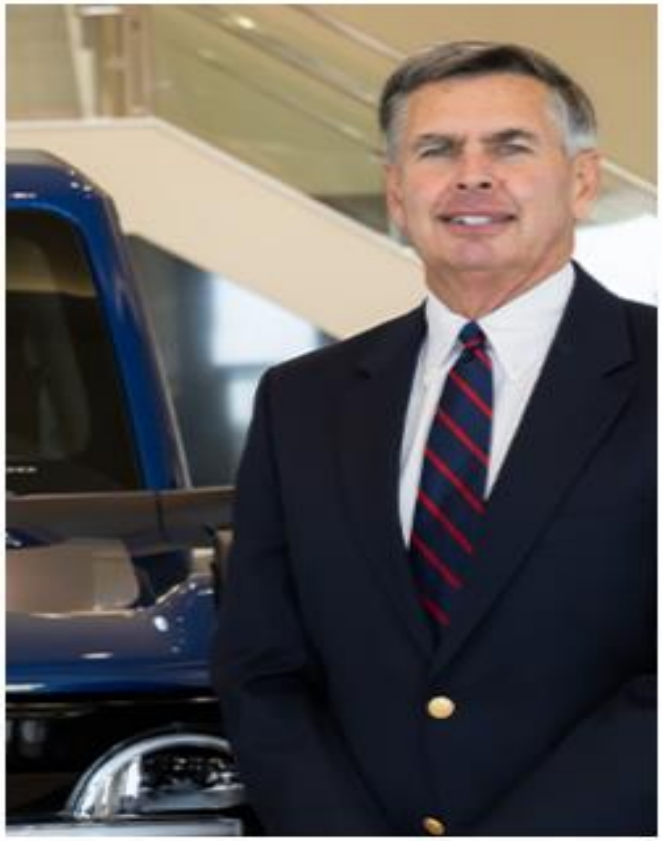
A **SouthWest Toyota of Lawton**

7110 NW Quanah Parker Trailway
Lawton, OK 73505-3409 US

1 LOCATION AVAILABLE
SouthWest Honda of Lawton, 5010 NW Cache Rd, Lawton, OK 73505

1 LOCATION AVAILABLE
SouthWest Mazda, 5221 NW Cache Rd, Lawton, OK 73505





CHARLIE GILCHRIST

Dealer Principal

Charlie Gilchrist has over 30 years experience operating automotive dealerships. He graduated magna cum laude from the **University of Texas** and acquired his CPA license before beginning work in public accounting at Coopers and Lybrand. From there he became partners with Ken Nichols and ran Ford Heavy Truck Dealerships before getting in the retail car business with the purchase of **SouthWest Ford** in **Weatherford** and Nichol's Ford in South Fort Worth.

Charlie has served as **President of Ford's Dealer Council** and as **Chairman of Legislative Affairs and Chairman of Industry Relations for NADA.**

He is currently the **Vice Chairman and Chairman-Elect for the National Automobile Dealers Association**. He is also actively involved in the DFW New Car Dealers Association. He is married and has three dogs and three horses (and counting).

GILCHRIST AUTOMOTIVE GROUP

3000 Fort Worth

Hwy. Weatherford TX 76087

https://www.gilchristautomotive.com

GILCHRIST AUTOMOTIVE HAS BEEN FAMILY OWNED AND OPERATED BY THE GILCHRIST FAMILY SINCE 1986.

GILCHRIST AUTOMOTIVE GROUP

3000 Fort Worth Hwy. Weatherford TX 76087

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SOUTHWEST TOYOTA
LAWTON OKLAHOMA

LEGEND HONDA
LAWTON OKLAHOMA

LEGEND GMC
LAWTON OKLAHOMA

LEGEND BUICK
LAWTON OKLAHOMA

TRIPLE CROWN FORD
STEPHENVILLE TEXAS

TRIPLE CROWN LINCOLN
STEPHENVILLE TEXAS

SPUR CHEVROLET
GATESVILLE TEXAS

SPUR CHRYSLER DODGE
JEEP RAM
GATESVILLE TEXAS

PEGASUS CHRYSLER
DODGE JEEP RAM
ENNIS TEXAS

SOUTHWEST FORD
&
GILCHRIST AUTO GROUP
HEADQUARTERS
WEATHERFORD TEXAS

SOUTHWEST NISSAN
WEATHERFORD TEXAS

SOUTHWEST
VOLKSWAGEN
WEATHERFORD TEXAS

SOUTHWEST CHRYSLER
DODGE JEEP RAM
CLEBURNE TEXAS

PLATINUM FORD
TERRELL TEXAS

PLATINUM CHRYSLER
DODGE JEEP RAM
TERRELL TEXAS

PLATINUM CADILLAC
TERRELL TEXAS

PLATINUM CHEVROLET
TERRELL TEXAS

PARKWAY CHEVROLET
SHERMAN TEXAS

Our Core Values

1. **Integrity**

We always do what is right, not what is easy, cheap, popular or convenient-and we do so without excuse and regardless of the cost. If you lie, cheat or steal, you cannot work here

2. **Urgency**

We serve one another and guests quickly and find reasons to do things now rather than to delay, debate or procrastinate.

3. **Attention to Detail**

We will become brilliant in the basics, and pay attention to getting the "little" things done right the first time.

4. **Teamwork**

The good of the team comes before personal comfort or agenda of any individual team member. It means that we embrace lateral service and work together to accomplish our mission.

5. **Personal Growth**

Associates are expected to work as hard on themselves as they do on the job. Getting better is not an option. You are should always be investing in yourself.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

SOUTHWEST CDJR LLC

2 Business name/disregarded entity name, if different from above

SOUTHWEST CHRYSLER DODGE JEEP RAM

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **C**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2235 NORTH MAIN STREET

Requester's name and address (optional)

6 City, state, and ZIP code

CLEBURNE, TEXAS 76033

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

8	4	–	1	9	9	3	8	3	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ► **Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CITY OF SHERMAN
BID TABULATION
Invitation to Bid - Requirements for Purchase of Multiple Staff & Service Trucks FY25
BID OPENING Thursday, October 31, 2024; 2:00 PM

	Police Dept.		Engineering Dept.	Treatment Services Dept.		Pre-Treatment Services Dept.	Neighborhood Svcs. Dept.	Water Quality Department
	Ford Explorer #1	Ford Explorer #2	1/2 Ton Truck	1/2 Ton Truck	3/4 Ton Truck	1/2 Ton Truck	Chevy Malibu RS	3/4 Ton Truck
Vendor								
Southwest CDJR LLC	41,990.75	41,990.75	41,290.75	Quad option 40,990.75 Crew option 43,998.75	55,890.75	Quad option 40,990.75 Crew option 43,998.75	29,890.75	57,990.75
El Dorado Chevrolet	No Bid	No Bid	45,800.00	44,620.00	52,981.16	47,800.00	28,168.66	52,981.19

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

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

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

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

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

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title.

___ 11. Other Insurance Requirements (State Below):

Exhibit D

Affidavit of No Prohibited Interest

THE STATE OF Texas §

THE COUNTY OF Collin §

I, Thomas Bean, 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 30 day of Oct, 2024.

Tom Bean
Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Thomas Bean, 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 30 day of Oct, 2024.

Kittie Salisbury
Notary Public in and for the State of TX
My commission expires: 8-20-2028

KITTIE SALISBURY
Notary Public, State of Texas
Comm. Expires 08-20-2028
Notary ID 8721779

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.**

El Dorado 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.**

_____

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 Tom Dean

Signature of vendor doing business with the governmental entity

10/30/24

Date

Docusign Envelope ID: AAB2C3F9-48F2-4C58-A65D-C06CF70E04A7

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

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

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

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

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

Docusign Envelope ID: AAB2C3F9-48F2-4C58-A65D-C06CF70E04A7

_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):

Docusign Envelope ID: AAB2C3F9-48F2-4C58-A65D-C06CF70E04A7

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 29 day of OCTOBER, 2024

DocuSigned by:
Vernon Scott
GOVERNMENT FLEET DIRECTOR -GILCHRIST AUTOMOTIVE
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 29 day of OCTOBER, 2024.

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

Exhibit E

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.**

SOUTHWEST CDJR LLC _ GILCHRIST AUTOMOTIVE

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

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

N/A

Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

7 DocuSigned by:

Vernon Scott

E5DDE7B8F1D41E...

Signature of vendor doing business with the governmental entity

10-29-2024

Date

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.7.

Meeting Date: 11/18/2024

Prepared By: Amber Doan, Engineering Coordinator

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7438***

Authorizing the Execution of Encroachment Agreement with Don Chesser for the Encroachment of an Existing Detached Garage within a 20-foot Utility Easement Established by Ordinance No. 6786 and Filed in Instrument No. 2024-30665, Real Property Records, Grayson County, Texas, Locally Known as 914 East Thomas Street in the City of Sherman

Issue:

To consider executing an encroachment agreement relating to a 20-foot Utility Easement established by Ordinance No. 6786 on November 4, 2024, being locally known as 914 E. Thomas.

Background:

Don Chesser is the property owner of 914 E. Thomas. Ordinance No. 6786 was passed by City Council on November 4, 2024 to abandon the alley that lies adjacent to said 914 E. Thomas. As a part of the abandonment of the alley, a 2-foot Utility Easement was established as there is an existing wastewater main within the area. There is an existing detached garage that has been within the recently abandoned alley for decades. An Encroachment Agreement will be necessary for this detached garage to remain in its current location.

Origination:

Don Chesser, Property Owner

Financial Consideration:

None.

Staff Recommendation:

City staff has no objections to the proposed encroachment and, upon receiving approval from franchise utilities, it is recommended that the encroachment be executed.

Alternatives:

As may be directed by the City Council.

Attachments:

1. Resolution No. 7438
2. Partially Signed Encroachment Agmt 914 E Thomas_11062024
3. Encroachment Request - 914 E. Thomas Signed
4. Location Map - 914 E. Thomas

RESOLUTION NO. 7438

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT TO DON CHESSER FOR THE ENCROACHMENT OF AN EXISTING DETACHED GARAGE WITHIN 20-FOOT UTILITY EASEMENT ESTABLISHED IN ORDINANCE NO. 6786 AND FILED IN INSTRUMENT NO. 2024-30665, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS, LOCALLY KNOWN AS 914 EAST THOMAS STREET IN THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an encroachment agreement for the encroachment for an existing detached garage within the 20-foot utility easement established in Ordinance No. 3786 and filed in Instrument No. 2024-30665, Real Property Records, Grayson County, Texas, locally known as 914 East Thomas Street in the City of Sherman, as shown on the Exhibit "A" attached hereto and incorporated herein for all purposes.

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

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

CITY OF SHERMAN, TEXAS

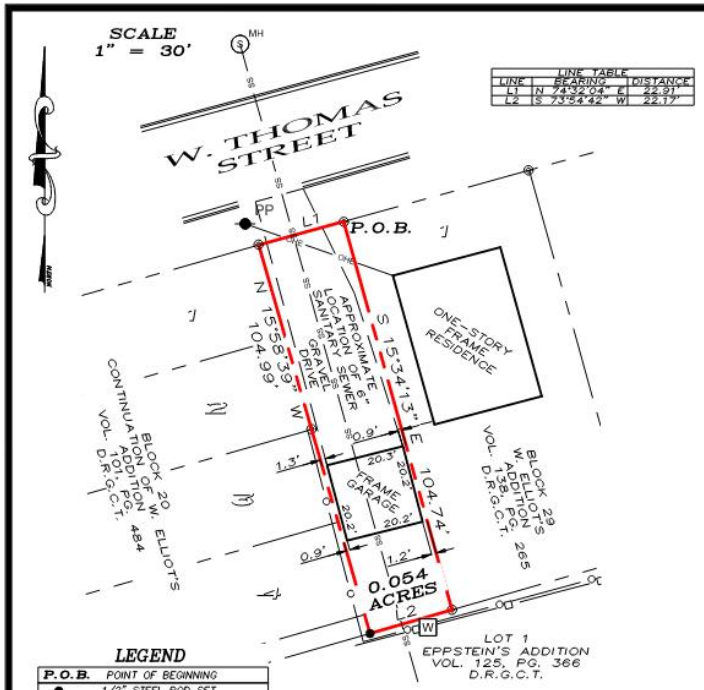
BY: _____
SHAWN TEAMANN, MAYOR

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



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JOB NO. 24091003
DFT: EB

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of a 20 foot alley as shown on the Continuation of W. Elliot's Addition, an addition to the City of Sherman, Texas, as shown by plat of record in Volume 101, Page 484, Deed Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at a point for the northwest corner of Lot 1, Block 29, of W. Elliot's Addition, an addition to the City of Sherman, Texas, as shown by plat of record in Volume 138, Page 265, said Deed Records, said point also being in the southerly Right-of-Way line of E. Thomas Street;

Thence South 15°34'13" East, with the easterly line of said 20 foot alley, and with the westerly line of said Lot 1, Block 29, a distance of 104.74 feet to a point in the westerly line of said Lot 1, Block 29;

Thence South 73°54'42" West, a distance of 22.17 feet to a point for the southeast corner of Lot 4, Block 20, of said Continuation of W. Elliot's Addition;

Thence North 15°58'39" West, with the westerly line of said 20 foot alley, and with the easterly line of Lots 1-4, said Block 20, a distance of 104.99 feet to a point for the northeast corner of said Lot 1, Block 20, said point also being in the southerly Right-of-Way line of said E. Thomas Street;

Thence North 74°32'04" East, with the southerly Right-of-Way line of said E. Thomas Street, a distance of 22.91 feet to the Point of Beginning and containing 0.054 acres of land, more or less.

I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

STATE OF TEXAS
REGISTERED
DOUGLAS W. UNDERWOOD
4709
PROFESSIONAL
LAND SURVEYOR

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300

DATE OF SURVEY: 10/01/24

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return to:
City of Sherman
Office of the City Attorney
P. O. Box 1106
Sherman, TX 75091-1106

ENCROACHMENT AND LICENSE AGREEMENT

THIS ENCROACHMENT AND LICENSE AGREEMENT ("Agreement") is made and entered into by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality ("City"), and Don Chesser ("Licensee"). City and Licensee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City and any Franchise Utility Company (each a "Franchisee") have existing rights in certain real property by virtue of that Ordinance No. 6786 ("Ordinance"), filed in Instrument No. 2024-20665, Real Property Records, Grayson County, Texas. The Ordinance, which more particularly describes and depicts a 20-foot Utility Easement ("Property"), is incorporated herein by reference for all purposes; and

WHEREAS, Licensee desires to operate, repair and maintain an Existing Detached Garage ("Encroaching Facility"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference for all purposes, within the boundaries of the Property; and

WHEREAS, in exchange for the consideration set forth below, City has agreed to grant a license to permit the encroachment of the Encroaching Facility on the Property subject to the terms and conditions of this Agreement and provided that Licensee first complies with the City's ordinances relating to the construction and use of the Encroaching Facility.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Licensee do hereby agree as follows:

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement.

2. Location of Encroaching Facility. City hereby grants a nonexclusive license to Licensee, authorizing Licensee to, at its own cost and expense, maintain and repair the Encroaching Facility within that portion of the Property as generally depicted

and described in Exhibit A, subject to the terms and conditions of this Agreement. Any modification, alteration, expansion or addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City. In particular, Licensee shall not modify the Encroaching Facility in any manner that results in the Encroaching Facility: (a) occupying more space within the Property than as approved by this Agreement; (b) extending further into the Property than as approved by this Agreement; or (c) changing the Encroaching Facility's location within the Property to be outside the area approved by this Agreement. Licensee shall ensure that Licensee and any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility abide by the terms and conditions set forth herein and any permit governing the Encroaching Facility. Licensee shall, at its own cost and expense, provide a copy of this Agreement to any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility. Notwithstanding anything to the contrary herein, nothing in this Agreement shall be deemed to waive any applicable requirement of the City's ordinances or regulations applicable to the Encroaching Facility, and Licensee shall be responsible for obtaining a permit, if required under the City's ordinance, prior to any construction on the Encroaching Facility.

3. Restrictions on Use of Property. In using the Property for the purposes described herein, Licensee shall, at its own cost and expense, comply with all applicable laws, rules, regulations and requirements, as they exist, may be amended or in the future arising, including but not limited to, City's ordinances, and shall promptly execute and fulfill all orders and requirements imposed by City or other governmental authorities for the correction, prevention and abatement of nuisances or Code violations in, on or connected with the Encroaching Facility. At the conclusion of any work in connection with the Encroaching Facility, Licensee shall ensure that any third party and/or contractor of Licensee engaged in such work shall remove all debris and other materials from the Property and restore the same to substantially the same condition it was in prior to the commencement of the work thereon or in proximity thereto, with the exception of the encroachment permitted herein. Licensee shall ensure that any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility does not, and shall not itself, place trash dumpsters, toxic or hazardous substances or flammable material in or on the Property. Additionally, Licensee shall not place in or on the Property any other improvements unless approved in advance in writing by City. Any modification, alteration, expansion or other addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City.

4. Maintenance of Encroaching Facility. Licensee shall, at Licensee's sole cost and expense, maintain the Encroaching Facility in good condition and repair. City will not, under any circumstance, be responsible for any costs, whatsoever, of construction, reconstruction, operation, maintenance, repair or removal of the Encroaching Facility. If City notifies Licensee of any deficiencies in any such maintenance, repair or removal of the Encroaching Facility, Licensee shall make the

necessary repairs within the earlier of (a) thirty (30) days after the date of such notice or the (b) another date as determined by City and Licensee in writing. If City notifies Licensee of any deficiencies in any such maintenance, repair or removal of the Encroaching Facility, and Licensee shall thereafter fail to complete such maintenance, repair or removal within the required time period, then City may require Licensee to promptly remove the Encroaching Facility or contract, at Licensee's sole cost and expense, for the maintenance, repair or removal of the Encroaching Facility.

5. Removal of Encroaching Facility. City and any Franchisee are entitled to remove all or a portion of the Encroaching Facility as reasonably necessary to construct, reconstruct, maintain or repair public improvements within the affected Property. City or Franchisee will notify Licensee of any intent to remove all, or a portion, of the Encroaching Facility, and upon receiving such notice, Licensee shall ensure that the requested removal is made within the earlier of (a) thirty (30) days after the date of such notice or (b) another date as determined by City and Licensee in writing. If City or Franchisee notifies Licensee of its intent to remove all, or a portion, of the Encroaching Facility, and Licensee shall thereafter fail to complete the removal within the required time period, then City or Franchisee may require Licensee to promptly remove the Encroaching Facility. Notwithstanding anything to the contrary herein, if the removal is necessitated by an emergency, no notice is required. If so removed, City or Franchisee has no obligation to replace the affected portions of the Encroaching Facility upon completion of such work.

6. Risk and Liability. Licensee assumes all risks and liability resulting or arising from or relating to Licensee's use of the Property, the Encroaching Facility, the existing condition or location of the Property or the existing state of maintenance, repair or operation of the Property. Licensee agrees and acknowledges that City or Franchisee shall not be liable, whatsoever, for any damage to the Encroaching Facility as a result of City's or Franchisee's use or enjoyment of the rights provided it in the Property. Any City and/or Franchisee property or infrastructure damaged or destroyed by Licensee or its agents, employees, representatives, invitees, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, shall be repaired or replaced by City or Franchisee at Licensee's sole cost and expense and payment is due immediately upon Licensee's receipt of an invoice from City or Franchisee.

7. **INDEMNIFICATION. LICENSEE AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND ANY OTHER THIRD PARTIES FOR WHOM CITY IS LEGALLY RESPONSIBLE, AS WELL AS EACH FRANCHISEE, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, AND ANY OTHER THIRD PARTIES FROM WHOM FRANCHISE IS LEGALLY RESPONSIBLE FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS,**

AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), LOSSES, DEMANDS, EXPENSES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), OR OTHER HARM ARISING OUT OF, OR OCCASIONED BY, ANY NEGLIGENCE, GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, WHETHER BY ACT OR OMISSION, OF ANY LICENSEE OR ITS AGENTS, REPRESENTATIVES, EMPLOYEES, SEPARATE CONTRACTORS AND/OR SUBCONTRACTORS AND/OR THIRD PARTIES FOR WHOM EACH SUCH LICENSEE IS LEGALLY RESPONSIBLE, REGARDLESS OF ANY JOINT OR CONCURRENT NEGLIGENCE OF CITY OR FRANCHISEE.

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

THE PROVISIONS OF THIS SECTION 7 ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON, ENTITY OR THIRD PARTY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION 7 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

8. **No "Permit." NOTHING CONTAINED IN THIS AGREEMENT SHALL CONSTITUTE A "PERMIT" AS DEFINED IN CHAPTER 245, TEX. LOC.**

GOV'T CODE, AND NOTHING IN THIS AGREEMENT SHALL BE CONSIDERED TO PROVIDE THE CITY WITH FAIR NOTICE OF A PROJECT. LICENSEE WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEX. LOC. GOV'T CODE BASED ON THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

9. Default/Remedies. If Licensee, its employees, agents, representatives, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, defaults under any of the terms and conditions of this Agreement and such default continues for a period of five (5) days after City or Franchisee notifies Licensee of such default in writing, City or Franchisee may, at its sole election and in addition to any other remedies it may exercise, terminate this Agreement, and upon such termination, all of Licensee's rights hereunder shall cease and terminate. This Agreement shall also terminate upon Licensee's abandonment of the Encroaching Facility.

10. Miscellaneous Provisions.

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

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

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

If to Licensee, addressed to it at:

Don Chesser
627 Russell Lane
Denison, TX 75021
Email: dchesser777@protonmail.com

b. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.

c. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

d. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail signature will also be deemed to constitute an original if properly executed and delivered to the other party.

e. Authority to Execute. Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing its signatories hereto, warrant and represent that they have the authority to bind its respective parties as duly authorized representatives thereof.

f. Savings/Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

g. Representations. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.

h. No Third Party Beneficiaries. The parties do not intend that this Agreement be construed as creating any right in any third party not a signatory to this

Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

i. Indemnification. The parties agree that the indemnity provisions set forth in Section 7 herein are conspicuous, and the parties have read and understood the same.

j. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

k. Immunity. The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

l. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the parties. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

[*Signature page follows.*]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to system it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement.

CITY:

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

LICENSEE:

DON CHESSER, Property Owner

By: _____
Don Chesser
Date: 11/06/2024

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared Robby Hefton, known to me to be the person whose name is subscribed to the foregoing instrument; he acknowledged to me that he is the city manager and duly authorized representative of the CITY OF SHERMAN, TEXAS, a Texas home-rule municipality, and that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the CITY OF SHERMAN, TEXAS.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared Don Chesser known to me to be the person whose name is subscribed to the foregoing instrument, and that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of November, 2024

AMBER DOAN
NOTARY PUBLIC
STATE OF TEXAS
ID # 124678376
My Comm. Expires 09-12-2028

Amber Doan
Notary Public in and for the State of Texas
My Commission Expires: 09/12/2028

EXHIBIT A

LEGAL DESCRIPTION

JOB NO. 24031003
DFT: EB

Situated in the County of Grayson, State of Texas, being a part of a 20 foot alley as shown on the Continuation of W. Elliot's Addition, an addition to the City of Sherman, Texas, as shown by plat of record in Volume 101, Page 484, Deed Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at a point for the northwest corner of Lot 1, Block 29, of W. Elliot's Addition, an addition to the City of Sherman, Texas, as shown by plat of record in Volume 138, Page 265, said Deed Records, said point also being in the southerly Right-of-Way line of E. Thomas Street;

Thence South 15°34'13" East, with the easterly line of said 20 foot alley, and with the westerly line of said Lot 1, Block 29, a distance of 104.74 feet to a point in the westerly line of said Lot 1, Block 29;

Thence South 73°54'42" West, a distance of 22.17 feet to a point for the southeast corner of Lot 4, Block 20, of said Continuation of W. Elliot's Addition;

Thence North 15°58'39" West, with the westerly line of said 20 foot alley, and with the easterly line of Lots 1-4, said Block 20, a distance of 104.99 feet to a point for the northeast corner of said Lot 1, Block 20, said point also being in the southerly Right-of-Way line of said E. Thomas Street;

Thence North 74°32'04" East, with the southerly Right-of-Way line of said E. Thomas Street, a distance of 22.91 feet to the Point of Beginning and containing 0.054 acres of land, more or less.

I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

STATE OF TEXAS
REGISTERED
DOUGLAS W. UNDERWOOD
4709
LAND SURVEYOR

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300

DATE OF SURVEY: 10/01/24

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD
DENISON, TEXAS 75021
(903)465-2151

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REQUEST TO ENCROACH INTO 20' UTILITY EASEMENT AT 914 E. THOMAS

Requestor's Name: Don Chesser, Property Owner
Requestor's Mailing Address: 627 Russell Lane, Denison, TX 75021
Requestor's Email Address: dchesser777@protonmail.com
Requestor's Phone Number: 903-744-9023

Reason for Encroachment Request: The 20-foot alley, abandoned by City Council on November 4, 2024 in Ordinance No. 6786 was retained as a Utility Easement to allow for maintenance on an existing wastewater main that crosses the abandoned alleyway. This alley shows as being previously abandoned by City Council according to City Council Minutes dated May 18, 1964, but no Ordinance Number was documented to be filed of record to make the abandonment official. There is an existing detached garage within the 20-foot Utility Easement that was established in the abandonment of the alley. An Encroachment Agreement for said structure is a requirement of the replat that the property owner of 914 E. Thomas is preparing to incorporate the previously abandoned alley into their private property.

Signature: Don Chesser Date: 11-6-2024

Don Chesser, Owner of 914 E. Thomas

Alley Abandonment - 914 E. Thomas

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.8.

Meeting Date: 11/18/2024

Prepared By: Justin Eastwood, Director of Parks and Recreation

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7439***

Awarding a Bid to and Authorizing Execution of a Contract with Wall Contractors, LLC for Pecan Grove East Park Improvements

Issue:

To consider awarding a bid to and authorizing execution of a contract with Wall Contractors, LLC of Denton, Texas, based on a request for proposals for the Pecan Grove East Park Improvements project.

Background:

Considered Phase 2 in improving Pecan Grove East, this project encompasses key enhancements to the park, including trail lighting, pavilion lighting, and the expansion of parking capacity. On October 9, 2024, seven responsive bids were received for consideration. After a thorough evaluation based on the criteria outlined in the Request for Proposals, Wall Contractors, LLC of Denton, Texas, was selected as the highest-rated bidder. They also submitted the most cost-effective proposal, with a total project cost of $648,028.08.

The Pecan Grove East Phase 2 Improvements project is a critical step in advancing the park's development. In addition to the lighting and parking upgrades, this project will support the park's growing popularity by expanding the available parking with 30 new spaces. This will help accommodate the expected increase in visitors, especially following the recent approval on July 15, 2024, for the construction and installation of an all-inclusive playground at the park. Currently, Pecan Grove East Park lacks lighting, which limits its use during evening hours. The addition of trail lighting, pavilion lighting, and illumination around the new playground will significantly improve safety and extend the park's usability into the evening. The trail lighting will also support the Story Walk, which will be installed as part of this initiative, further improving the park's offerings. The project also includes fine grading of all trail areas, paved surfaces, and the playground area to ensure a smooth, durable foundation for the new improvements; this work will synchronize with the approved all-inclusive playground improvements. Further enhancements include hardscaping and drainage work around the new playground, as well as coordination with Whirlix, the company responsible for the installation of the all-inclusive playground equipment.

Strategically located near key thoroughfares such as US Highway 82 and FM 1417, Pecan Grove East Park is a vital regional asset for our community. The project is being funded through the FY 2023-24 Capital Improvement Program, ensuring that these critical upgrades are completed in a timely and efficient manner. Staff are set to move forward with these much-needed improvements, enhancing both the functionality and safety of Pecan Grove East Park for the enjoyment of all residents and visitors.

Origination:

Parks and Recreation Department

Financial Consideration:
The funding for this project was been allocated as part of the FY 2023-24 Capital Improvement Program and 2023 Certificates of Obligation. Based on specific criteria, Wall Contractors, LLC received the highest score and offered the lowest cost. The total cost of the project is $648,028.08.

Staff Recommendation:
It is recommended the City Council award the bid and authorize execution of a contract with Wall Contractors, LLC for Pecan Grove Park Improvements.

Alternatives:
As may be directed by the City Council.

Attachments:
1. Resolution No. 7439
2. Exhibit A - Bid - Pecan Grove East Park Improvements_Final
3. Addenda 1 through 4 - Pecan Grove East Park Improvements
4. Exhibit B - Bid Submittal_Wall Contractors
5. Exhibit C_City Insurance Requirements
6. Exhibit D_Affidavit of No Prohibited Interest
7. Exhibit E-Conflict of Interest Questionnaire
8. Construction Agreement_Wall Contractors_signed
9. Bid Evaluation_PGE Park Improvements

RESOLUTION NO. 7439

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH WALL CONTRACTORS, LLC FOR THE PECAN GROVE EAST PARK IMPROVEMENTS 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 Wall Contractors, LLC of Denton, Texas, is hereby awarded the bid for the Pecan Grove East Park Improvements project in the amount of Six Hundred Forty-Eight Thousand Twenty-Eight Dollars and Eight Cents ($648,028.08)**;** 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 Wall Contractors, LLC for the Pecan Grove East Park Improvements project, 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 2024-2025 budget.

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

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

BY: _____
RYAN PITTMAN, CITY ATTORNEY

Pecan Grove East Park Improvements Project

Bid Packet & Project Specification

July 14, 2024

BID NO. 2024-20

Bid Opening August 15, 2024

Bid Packet Contents

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NOTICE TO BIDDERS

1.1 PLACE OF SUBMISSION

The City of Sherman will accept bids submitted electronically through the following website: www.CivCastUSA.com No in-person bid submittals will be accepted, and City Staff will begin reading the bids on Thursday, August 15, 2024 at 2:01 p.m.

Bids submitted electronically via CivCast will be received until **2:00 p.m. on Thursday, August 15, 2024, 2024** for the furnishing of all labor, materials, and equipment and the performing of all work required in the construction of the following project:

City of Sherman
Pecan Grove East Park Improvements Project

1.2 INSPECTION OF BID DOCUMENTS

Plans, Specifications, and Contract Documents will be available at www.CivCastUSA.com. Bidders must register on this website in order to view and/or download specifications and plans for this project. There is NO charge to view or download documents. This website will be updated with addenda, plan holder lists, bid tabulations, additional reports or other information relevant to bidding the Project. Official plan holders list will only be the list maintained by The City. It is the sole responsibility of all plan holders, whether they have received digital downloads or paper copies of the plans and specifications, to periodically check for Addenda which may have been posted on the CivCast website.

1.3 PRE-BID CONFERENCE AND SITE VISITS

No Pre-Bid Conference. Pecan Grove Park East is a public park available to any potential bidders for site visitation.

1.4 INQUIRIES

All bidder inquiries and/or questions should be submitted to the CivCast website, concerning this project.

1.5 BID BOND

Bidders must submit, with their bids, a cashier's or certified check in the amount of five percent (5%) of the maximum amount bid, payable without recourse to CITY OF SHERMAN, TEXAS, or a Bid Bond in the same amount from a City approved Surety Company (according to the latest list of companies holding certificates of approval by the State Board of Insurance under 7.19-1 of the Texas Insurance Code) as guarantee that the Bidder will enter into a contract and execute bond and guarantee forms provided within (10) days after award of contract to their company. Bids without the required check or bid bond will be considered non-responsive.

1.6 ADDITIONAL BONDS

The successful Bidder must furnish Performance, Payment, and Maintenance Bonds each in the amount of one hundred percent (100%) contract price from an approved Surety Company. (An approved Surety Company being a company holding a permit from the State of Texas, to act as Surety, and being acceptable according to the latest list of companies holding certificates of approval from the State Board of Insurance under 7.19-1 of the Texas Insurance Code.) The successful Bidder must also be able to show evidence that it is authorized to do business in the State of Texas prior to executing the contract.

1.7 DEFINITIONS

The following definitions shall apply where the corresponding terms are used herein:

Bid: This Invitation for bid (including all enclosed plans and specifications)
Bid Response/Proposal: The response submitted by the Bidder
Bidder: The person and/or entity submitting a response
City: The City of Sherman, Texas
Submittals: Refers to those documents required to be submitted to the City by the Bidder

1.8 PROJECT CONDITIONS

Bidders are expected to inspect the site of the work and to inform themselves regarding local conditions under which the work is to be performed.

1.9 PREVAILING WAGE RATES

Attention is called to the provisions of the Act of the 43rd Legislature of the State of Texas and subsequent amendments concerning the wage scale and payment of prevailing wages specified. All Bidders must comply with the rules and regulations for the Americans with Disabilities Act of 1990, as amended.

1.10 CONFLICTS OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any Bidder or person considering doing business with a Local Government entity, disclose in the questionnaire form CIQ, the Bidder or person's affiliation or business relationship that might cause a Conflict of Interest. The CIQ shall be submitted with the Bidder's completed Bid Packet. Failure to submit any form under this Section shall result in the Bid being considered non-responsive.

The Bidder shall further certify (a) that its bid submittal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that he/she has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) that he/she has not solicited or induced any other person, firm, or corporation from proposing; and (d) that he/she has not sought by collusion to obtain for him/herself any advantage over any other respondents or over the City.

1.11 ADDENDA

Any addenda issued during the time allowed for the preparation of bids shall be covered in the bid and, in executing the contract, they shall become a part thereof. Failure of a Bidder to receive any addendum shall not release the Bidder from any obligations under the bid that appear in said addenda, provided said addendum was published on the CivCast website.

1.12 BIDDING ALTERNATES

Alternatives to manufacturer-specified equipment or materials must be pre-approved in writing prior to bid opening.

1.13 ACCEPTANCE

Any offer received shall be considered an offer, which may be accepted by the City based on initial submission without discussions or negotiations. By submitting an offer in response to this solicitation

the Bidder agrees that any offer it submits may be accepted by the City at any time within 90 days from the close date. The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the City. Failure of the bidder/proposer to provide in its offer any information requested in the bid may result in rejection for non-responsiveness.

1.14 METHOD OF SELECTION

The City intends to make an award using the evaluation criteria and other factors as indicated in this bid/proposal. The award shall be awarded on the bases of "best value", based on the **lowest responsible bidder and best-qualified bidder** whose evaluation by the City indicates to be in the best interest of the City and taxpayers. The award to the successful bidder will be determined by best value to the City as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting the successful Bidder:

- Total Project Price – **50 points**;
- Bidder's performance on past projects of similar size and scope – **15 points** ;
- Bidder's qualifications, including references – **10 points**;
- Staff qualifications and experience – **10 points** ;
- Bonding rates and mobilization fee – **5 points** ;
- Bidder's past business relationship with the City – **5 points**;
- Long Term Cost to the City to acquire Bidder's goods and services – **5 points**.

In evaluating criteria, contractor shall provide references for the same or similar work from five (5) Cities of similar size to Sherman.

1.15 BIDDER STANDARDS

The minimum standards for responsible prospective bidders are as follows:

- Have adequate financial resources, or the ability to obtain such resources
- Be able to comply with the required or proposed schedules and project requirements
- Competitive pricing
- Have a satisfactory record of performance for contracts of similar scope
- Have a satisfactory record of integrity and ethics
- Completeness and thoroughness of bid submittal

The City may make such investigations as it deems necessary to determine the ability of the bidder to provide satisfactory performance in accordance with bid requirements, and the respondent shall furnish to the City all such information and data for this purpose.

1.16 BIDDER SUBMITTALS

Bid Responses shall be submitted on the forms provided to insure complete uniformity of wording of all bids. All lump sum price must be stated in both script and figures. Bids may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind. If an emergency or unanticipated event interrupts normal City processes so as to cause postponement of the scheduled bid opening, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal City processes resume or to such other date and time as may be provided by the City in a written notice to Bidders.

FORMS REQUIRED TO BE COMPLETED WITH THIS SUBMITTAL

1. Price Form
2. Bidder Qualification Statement
3. Certificates of Insurance
4. Bidder Entity Information
5. Supplemental Bidder Information
6. Bidder References
7. Bid Proposal Form
8. Bid Bond
9. Affidavit of No Prohibited Interest
10. Conflict of Interest Questionnaire

Note: Additional forms required from selected bidder prior to awarding: Texas Ethics Commission Form 1295 and Verification Form 2290.

BID SCHEDULE

Event Description	Time/Duration	Date
First Public Advertisement	One (1) Week	July 14, 2024
Second Public Advertisement	One (1) Week	July 21, 2024
Deadline to Submit Questions	5:00 p.m.	August 8, 2024
Response to Question(s) Deadline	5:00 p.m.	August 9, 2024
Open Bids	**2:00 p.m.**	**August 15, 2024**
Council Awards Contract (Anticipated)	5:00 p.m.	September 3, 2024
Notice of Award (Anticipated)		September, 2024
Notice to Proceed (Anticipated)		September , 2024

GENERAL CONDITIONS OF THE BID

2.1 These general terms and conditions apply to all quotations or bid submittals and become a part of terms and conditions of any bid packet submitted.

2.2 The City shall have the authority to disapprove or reject unsatisfactory work, services or equipment. If required by the City, the Bidder shall promptly, as directed, correct all unsatisfactory work and replace all defective equipment, and shall bear all direct, indirect and consequential costs of such correction.

2.3 The City reserves the right to waive any minor defect, irregularity, or informality in any bid, quotation, or proposal. The City may also reject any or all bids, quotations, or proposals without cause prior to award.

2.4 The City reserves the right to enforce the performance of any portion of this contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of the same contract. The City reserves the right to terminate the contract immediately in the event the Bidder fails to meet schedules or otherwise perform in accordance with these specifications. Breaches of contract or default authorize the City to purchase the services from the next low bidder or re-bid and charge the difference in cost to the defaulting Bidder.

2.5 In its sole discretion, the City shall have the right to select or to approve defense counsel to be retained by Bidder in fulfilling its obligation under the Construction Agreement to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion of its own entire defense; however, City is under no obligation to do so, any such action by City is not to be construed as a waiver of Bidder's obligation to defend City or as a waiver of Bidder's obligation to indemnify City pursuant to this contract. Bidder shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this contract. If Bidder fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Bidder shall be liable for all costs incurred by City.

2.6 The successful Bidder and the City agree that each party have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

2.7 All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances and regulations. The Bidder shall obtain and pay for such permits and inspections as are required for the legal performance of this work.

2.8 The City reserves the right to audit the records and performance of Bidder during the term of the contract and for three (3) years thereafter.

2.9 Payment will be made in accordance with Texas statues. Term of payment is net thirty (30) days after the date the City receives and accepts the goods and/or services in accordance with the contract.

2.10 The City is by statute tax-exempt therefore pricing shall not include taxes. Tax exemption certificates will be executed by the City and furnished upon request.

2.11 Bidders shall state a firm completion time. The City reserves the right to cancel orders and/or assess financial penalties if the Bidder fails to complete project as promised. Work shall be scheduled between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding holidays, unless otherwise approved by the City.

2.12 When manufacturers are named in the specification, they are not meant to limit competition, but to define the minimum standard, quality, and performance of the item specified. All materials supplied will be new, first quality industrial-grade products.

2.13 Bid prices cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

2.14 A bid price may not be withdrawn or canceled by the bidder for a period of sixty (60) days following the date designated for the receipt of bids without written approval of the Purchasing Manager, and bidder so agrees upon submittal of bid.

2.15 No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders must be made in writing.

2.16 All work, materials, equipment, and supplies, furnished under this contract shall comply with applicable laws, ordinances and regulations.

2.17 Unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.

2.18 The City shall have the right to do other work, or to let other contracts for work to be done, on the same sites as specified for the work to be done under this contract, and the City's arrangements as to precedence of work and the relationship between the Bidder and the City shall be decisive.

2.19 Texas Government Code, Chapter 2252, non-resident bidders; Texas Law prohibits cities and governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidder's state.

2.20 The Bidder shall purchase and maintain in force the kinds of insurance for operations under the Construction Agreement as specified. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the City before the commencement of any work.

2.21 The Bidder shall purchase and maintain in force the policies of insurance specified in the Contract Documents.

2.22 Nothing in this Bid shall release the Bidder form compliance with any State Wage Law that may be applicable. The Bidder shall abide by the Wage and Hour Laws of the State and must not pay less than the wages legally prescribed as set forth herein.

(a) Except for work on legal holidays, the "general prevailing rate of per diem wage" for the various crafts or types of workmen or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the respective Rate Per Hour.

(b) For legal holidays, the "general prevailing rate of per diem wage" for the various crafts or type of workmen or mechanics is the product of (a) one and one-half times the respective Rate per Hour, times (b) the number of hours worked on a legal holiday.

(c) The "general prevailing rate for overtime work" for the crafts or type of workmen or mechanics is one and one-half times the above respective Rate per Hour.

-End General Conditions-

PROJECT DESCRIPTION SUMMARY

The City seeks a qualified Bidder to perform all construction and modifications and supply all materials and equipment for the CITY OF SHERMAN PECAN GROVE EAST PARK IMPROVEMENTS PROJECT. The project includes improvements to Pecan Grove East Park at 2300 Pecan Grove Road, Sherman, TX 75090.

The Work includes: selective site demolition and haul away, erosion control, tree protection/preservation, new prefabricated restroom facility (facility, materials and installation by Romtec), new playground improvements (playground structure, playground surfacing, playground installation and playground drainage by Whirlix), new water/sewer/electrical utilities including lift station, parking lot expansion, parking guard railing expansion, landscape sub-surface drainage and outfall structures, concrete patios, concrete walks, concrete trails, park areas, trail areas and parking lot lighting, lighting concrete piers, lighting trenching, electrical service for lighting, restrooms, and lift station, barrier free ramp expansion, landscape (sod replacement only), irrigation (temporary watering only for establishment), mass grading, fine grading and grading for drainage, site clearing and demolition and all other systems, parts and appurtenances detailed in the construction documents and technical specifications.

Project Schedule:

The contractor shall have 270 calendar days to complete the project.

Project Documentation:

The Bidder shall review all project documentation, including the plans and specifications: PECAN GROVE EAST PARK IMPROVEMENTS dated June 12, 2024.

-End Project Description Summary-

Bid Proposal

To: City of Sherman, Texas - Parks & Recreation Department
1002 N. Music Street
Sherman, Texas 75090

For: Pecan Grove East Park
2300 Pecan Grove Road

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:
City of Sherman, Texas - Parks & Recreation Department
1002 N. Music Street
Sherman, Texas 75090

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with OWNER in the form included in the Bidding Documents to furnish the Goods and Special Services as specified or indicated in the Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid due/received, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date	Initials
Addendum No. 1		
Addendum No. 2		
Addendum No. 3		

B. Bidder has Provided a List of Proposed Sub-Contractors

C. Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or the furnishing of Goods and Special Services, if required to do so by the Bidding Documents, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services.

D. Bidder is familiar with and is satisfied as to all Laws and Regulations in effect as of the date of the Bid that may affect cost, progress, and the furnishing of Goods and Special Services.

E. Bidder has carefully studied, considered, and correlated the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods will be installed or Special Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Bidding Documents.

F. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.

G. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.

For the purposes of this Paragraph 4.01.D:
"corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

"fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

"collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

"coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

ARTICLE 5 - BASIS OF BID

5.01 The undersigned bidder has thoroughly examined the Bid Documents, Plans, Specifications, and the site, understands the amount of work to be done, and hereby proposes to do all the work, furnish all labor, equipment, and materials necessary to fully complete the work as provided in the Bid Documents, Plans, Specifications, and subject to the inspection and approval of the Engineer and Owner.

5.02 The following unit prices shall be the basis of total compensation for performing the work and furnishing and installing each item, complete and in place. Upon acceptance of this proposal by the Owner, the bidder is bound to execute a contract completing the said work within the time stated and for the following sums, to wit:

5.03 This Proposal will be evaluated on the Total Base Bid Amount plus any and all of the bid alternates.

Item No		Item Description	Unit	Owner Provided Quantity	Contractor Provided Quantity	Unit Price	Amount
Mobilization and Bonds - Project							
1	101	Mobilization	Lump Sum	1			$
1	102	Bonding, Permits, Insurance	Lump Sum	1			$
1	103	Materials Testing	Lump Sum	1			$
1	104	Coordination with Whirlix (playground) and Romtec (restroom) during construction activities	Lump Sum	1			$
1	105	Professional Surveying Services - field staking and layout of proposed grading, non-parking related pavements (see add alternate one below), park improvements, jointing, and final grades, complete in place	Lump Sum	1			$
		Subtotal Pecan Grove East Park Mobilization, Bonds, Testing, Coordination and Survey					**$**

Item No		Item Description	Unit	Owner Provided Quantity	Contractor Provided Quantity	Unit Price	Amount
Pecan Grove East Park							
Hardscape							
2	101	Perform and complete site demolition - concrete sawcut and concrete removal (all non-parking lot expansion related), haul away, complete and in place	SF	3,888			$
2	102	Perform and complete demolition - playground material surfacing removal, haul away, complete and in place	SF	2,211			$
2	103	Perform and complete demolition - playground structure removal, all concrete footings, haul away, complete and in place	LS	1			$
2	104	Perform clearing and grubbing (non parking lot expansion related areas), complete and in place	SY	1,344			$
2	105	Perform mass grading, restroom pad grading, (non parking lot expansion related areas), complete and in place	CY	656			$
2	106	Perform fine grading of all trail areas, utility excavations, paved areas, playground areas, drainage areas, restroom area, drainage outfalls, complete and in place	SF	23,904			$
2	107	Purchase, perform and complete the construction entrance, complete and in place	LS	1			$
2	108	Purchase and install all silt fence with stone overflow structures (non parking lot expansion related areas) per plan and detail, complete and in place	LF	777			$

2	109	Purchase and install all rock check dams (non parking lot expansion related areas) per plan and detail, complete and in place	EA	1			$
2	110	Purchase and install all interim inlet protection per plan and detail, complete and in place	EA	4			$
2	111	Purchase and install all final inlet protection per plan and detail, complete and in place	EA	4			$
2	112	Remove construction entrance, complete and in place	LS	1			$
2	113	Remove erosion control fence and overflow structures (non parking lot expansion related areas), complete and in place	LF	777			$
2	114	Remove interim and final inlet protection, complete and in place	EA	4			$
2	115	Purchase and install all concrete sidewalks and trails, complete and in place	SF	4,503			$
2	116	Purchase and install concrete steps, complete and in place	SF	20			$
2	117	Purchase and install the concrete playground edge, complete and in place	SF	232			$
2	118	Purchase and install downspout tie-ins to landscape drainage, complete and in place	EA	2			$
2	119	Purchase and install trail pedestrian lighting, weatherproof outlets, complete and in place	EA	17			$
2	120	Purchase and install parking lot (existing lot only) and lift station lighting, complete and in place	EA	2			$
2	121	Purchase and install concrete pier lighting foundations (non parking lot expansion related), complete and in place	EA	19			$
2	122	Purchase and install aluminum gutters and downspouts, color to match, complete and in place	LF	55			$
2	123	Purchase and install landscape drain inlets and catch basins, complete and in place	EA	4			$
2	124	Purchase and install landscape 6" PVC drain lines, complete and in place	LF	245			$
2	125	Purchase and install landscape 8" PVC drain lines, complete and in place	LF	85			$
2	126	Purchase and install drain outfalls, concrete structure, pop-up drain covers, complete and in place	EA	2			$
2	127	Purchase and install 6" PVC water service, all service connections, per plan, detail and specifications, complete and in place	LF	247			$
2	128	Purchase and install 4" PVC water service, all service connections, per plan, detail and specifications, complete and in place	LF	235			$
2	129	Purchase and install 1.5" water service, complete and in place	LF	150			$
2	130	Purchase and install 8" steel encasement pipe (BOTC), complete and in place	LF	120			$
2	131	Purchase and install 4" domestic meter vault, complete and in place for	EA	1			$
2	132	Purchase and install 6" plug per plan, detail and specification, complete and in place	EA	1			$
2	133	Purchase and install 4" gate valve per plan, detail and specification, complete and in place	EA	1			$

2	134	Purchase and install 4" plug per plan, detail and specification, complete and in place	EA	1			$
2	135	Remove plug and connect to existing PVC, complete and in place	EA	1			$
2	136	Perform pressure test and disinfection, complete and in place	LF	654			$
2	137	Perform and install the trench safety and plan, complete and in place	LF	247			$
2	138	Purchase and install 8" PVC SDR-35 sewer pipe, per plan, detail and specification, complete and in place	LF	200			$
2	139	Purchase and install 6" PVC SDR-35 sewer pipe, per plan, detail and specification, complete and in place	LF	292			$
2	140	Purchase and install 1.5" Schedule 80 PVC Force Main, per plan, detail and specification, complete and in place	LF	197			$
2	141	Purchase and install 12" steel encasement pipe (BOTC), complete and in place	LF	100			$
2	142	Purchase and install DR-26 sewer pipe per detail and specification, complete and in place	LF	18			$
2	143	Purchase and install concrete encasement per detail and specification, complete and in place	LF	20			$
2	144	Purchase and install 4' Dia. Standard Manhole, complete and in place	EA	2			$
2	145	Purchase and install OmniBeacon Alarm Light per plans and details, complete per City of Sherman standards and in place	EA	1			$
2	146	Purchase and install Crane XSGV-L Grinder Pump Units with Auto Dialer, per plans and details, complete per City of Sherman standards and in place	LS	1			$
2	147	Connect to existing manhole, complete and in place	EA	1			$
2	148	Perform and install trench safety plan, complete and in place	LF	275			$
2	149	Purchase and install one-way clean out per plan, detail and specification, complete and in place	EA	1			$
2	150	Perform television inspection, complete and in place	LF	728			$
2	151	Purchase and install 6" 4000 psi reinforced concrete maintenance pad and entry driveway per detail and specification, complete and in place	SF	1,528			$
2	152	Purchase and install 2 - 6" steel removable bollards per detail and specification, complete and in place	EA	2			$
2	153	Purchase and install wood fence screen, complete and in place	LF	176			$
2	154	Purchase and install steel fence gates and locks, complete and in place	EA	2			$
2	155	Purchase and install the electrical service connection to ROMTEC restroom/shade facility, conduit and wire, complete and in place	LS	1			$
2	156	Install 18 LF of DR-26 sewer pipe encased in 20 LF of cement stabilized sand (css) embedment	LS	2			$

2	157	Remove/replace concrete pavement for utility installation per City standards as shown	LF	300			$
2	158	Purchase and install all electrical conduit, wire and service connection to panel, timers, parking site (non parking lot expansion related), pedestrian/parking and trail lighting, trenching, complete and in place	LS	1			$
		Subtotal Pecan Grove East Park - Hardscape					$
Landscape							
3	101	Perform fine grading for lawn areas, complete and in place	SF	23,778			$
3	102	Purchase and install Bermuda Sod, Tifway 419, complete and in place	SY	2,275			
3	103	Purchase and install Bermuda Sod watering during the establishment period, complete and in place	LS	1			$
		Subtotal Pecan Grove East Park - Landscape					$
		Total Pecan Grove East Park					**$**

Add Alternate One - Parking Lot Expansion

4	101	Professional Surveying Services - field staking and layout of proposed parking grading, pavement, jointing, and final grades, complete in place	LS	1			$
4	102	Perform and complete site demolition - concrete sawcut and concrete removal (parking lot expansion related only), haul away, complete and in place	SF	328			$
4	103	Perform and complete demolition - steel guardrail removal, complete and in place	LF	89			$
4	104	Perform and complete demolition - steel gate removal, preserve and store existing gates in a secure location for future use, complete and in place	LS	1			$
4	105	Perform clearing and grubbing (parking lot expansion related only), complete and in place	SY	1,056			$
4	106	Perform mass grading, (parking lot expansion related only), complete and in place	CY	59			$
4	107	Purchase and install all silt fence with stone overflow structures (parking lot expansion related only) per plan and detail, complete and in place	LF	473			$
4	108	Purchase and install all rock check dams (parking lot expansion related only) per plan and detail, complete and in place	EA	1			$
4	109	Remove erosion control fence and overflow structures (parking lot expansion related only), complete and in place	LF	473			$
4	110	Purchase and install parking lot expansion lighting, complete and in place	EA	2			$
4	111	Purchase and install concrete pier lighting foundations (parking lot expansion only), complete and in place	EA	2			$
4	112	Purchase and install steel parking rail, painting, complete and in place	LF	413			$

4	113	Reinstall steel gates and railing, painting, complete and in place	EA	2			$
4	114	Purchase and install 6" 4000 psi reinforced concrete pavement including integral curb per plan, detail and specification, complete and in place	SY	1,056			$
4	115	Purchase and install 6" lime stabilized compacted subgrade, complete and in place	SY	1,100			$
4	116	Purchase and install Hydrated lime material (30lbs./sy) per plan, detail and specification, complete and in place	TN	17			$
4	117	Purchase and install connection to existing pavement by longitudinal butt joint per plan, detail and specification, complete and in place	LF	60			$
4	118	Purchase and install concrete wheel stops per plan and detail, complete and in place	EA	34			$
4	119	Purchase and install parking lot striping including all ADA pavement markings, complete and in place	LS	1			$
4	120	Purchase and install ADA signage, complete and in place for	EA	1			$
4	121	Purchase and install all electrical conduit, wire and service connection to (parking lot expansion only), trenching, complete and in place	LS	1			$
4	122	Perform fine grading for lawn areas, (parking lot expansion only), complete and in place	SF	126			$
4	123	Purchase and install Bermuda Sod, Tifway 419, (parking lot expansion only), complete and in place	SY	381			$
4	124	Purchase and install Bermuda Sod watering during the establishment period, (parking lot expansion only), complete and in place	LS	1			$
		Subtotal Pecan Grove East Park - Add Alt One					$

Summary
Hardscape and Landscape for Pecan Grove East Park

1	SUBTOTAL Mobilization, Bonds, Testing, Survey	_____
2	SUBTOTAL Pecan Grove East Park - Hardscape	_____
3	SUBTOTAL Pecan Grove East Park - Landscape	_____
4	SUBTOTAL Add Alternate One - Parking Lot Expansion	_____
	TOTAL BASE BID	_____

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents. Bidder also acknowledges that each unit price includes an amount considered by Bidder to be adequate to cover Bidder's overhead and profit for each separately identified item.

ARTICLE 6-TIME OF COMPLETION

6.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. None at this time

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 Within twenty (20) working days after acceptance of this Proposal, the undersigned will execute an Agreement for the faithful performance of this Contract.

Initials

9.02 The owner reserves the right to reject any and/or all bids and waive any and/or informalities. No bid may be withdrawn until the expiration of sixty (60) days from the date bids are due/received.

_____
Statement 9.02

9.03 This Bid submitted by:

A Corporation
(SEAL)

Respectfully submitted,

Corporation Name: _____

State of Incorporation: _____

By: _____
(signature)

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

Fax: _____

Email: _____

BIDDER QUALIFICATIONS STATEMENT

The Bidder's organization must be able to demonstrate that its organization and all persons and/or entities performing work under the Bidder's direction are qualified and organized to perform the proposed construction. The Bidder must also demonstrate that it has consistently and satisfactorily completed construction projects similar in scope, complexity, and size over the past five (5) years or the company's entire history if less than five (5) years.

1. Bidder Information Forms (see following pages)

    a. Bidder Entity Information
    b. Supplemental Entity Information
    c. Bidder References (5)
    d. Bidder Endorsement

2. Resumes of the proposed key personnel, including project manager and/or superintendent, including:

    a. Educational Background
    b. Work Experience
    c. References for each individual

3. A listing of all similar projects completed within the last five (5) years with a brief description of the project that includes: (if different than the Bidder reference)

    a. Project name and location
    b. Project size
    c. Project construction cost and date completed
    d. Owner and architect contact names and current telephone numbers

4. Claims and Suits Information (If the answer to any of the questions is yes, please attach details):

    Y _____ N _____ Has your organization ever failed to complete any work awarded to it?

    Y _____ N _____ Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?

    Y_____ N_____ Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

    Y_____ N_____ Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

BIDDER ENTITY INFORMATION

Contractor: _____

Project: _____

Indicate One: _____ Sole Proprietor_____ Partnership _____ LLC

_____ Corporation _____ Joint Venture _____ Other

NOTICE CONTACT

Name: _____

Title: _____

Email: _____

Address: _____

City: _____

State & Zip: _____

Phone: _____

PROJECT CONTACT (if different)

Name: _____

Title: _____

Email: _____

Address: _____

City: _____

State & Zip: _____

Phone: _____

State and Date of Incorporation, Partnership, Ownership, Etc. _____

Location of Principal Office: _____

Contact and Phone at Principal Office: _____

Liability Insurance Provider: _____

Workers compensation Insurance Provider: _____

Address: _____

Contact and Phone: _____

Number of Years in Business as a Contractor on the Types of Work Described in this Bid: _____

SUPPLEMENTAL ENITITY INFORMATION

Is the company a:	Sole Proprietorship	_____ Yes	_____ No
	Partnership	_____ Yes	_____ No
	Limited Liability Company	_____ Yes	_____ No
	Corporation	_____ Yes	_____ No
	Other	_____ Yes	_____ No

If the company is a **sole proprietorship**, please list the owner's full legal name, the name under which business is conducted (i.e. d/b/a), the address for the company, including the state and county in which your business is located:

_____
_____
_____

If the company is a **partnership (general or limited)**, please list the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all of the partners for the partnership:

_____
_____
_____

If the company is a **limited liability company**, please list the exact name of the company, whether it is a limited liability company (LLC) formed under the laws of the State of Texas or another state, the business address for the company, including the state and county, and list the names of all the members and managers for the company:

_____
_____
_____

If the company is a **corporation**, please list the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers for the corporation:

_____
_____
_____

If the company is **another entity** not listed above, please list the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and list the names of all of the persons authorized to act on the company's behalf:

_____
_____
_____

Is the company a minority or woman owned business enterprise? _____No _____ Yes (if yes, specify: _____ MBE _____ WBE)

BIDDER ENTITY REFERENCES

Please list at least five (5) references that can attest to the Bidder's quality of work on similar projects:

Project: _____

Project Description: _____

Owner/Agency: _____

Contract Price: _____

Contact Person: _____ Phone: _____ Email_____

Project: _____

Project Description: _____

Owner/Agency: _____

Contract Price: _____

Contact Person: _____ Phone: _____ Email_____

Project: _____

Project Description: _____

Owner/Agency: _____

Contract Price: _____

Contact Person: _____ Phone: _____ Email_____

Project: _____

Project Description: _____

Owner/Agency: _____

Contract Price: _____

Contact Person: _____ Phone: _____ Email_____

Project: _____

Project Description: _____

Owner/Agency: _____

Contract Price: _____

Contact Person: _____ Phone: _____ Email_____

Project: _____

Project Description: _____

Owner/Agency: _____

Contract Price: _____

Contact Person: _____ Phone: _____ Email_____

BID BOND

The undersigned Bidder hereby declares that Bidder has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above referenced Bid, and Bidder further agrees to commence work within TEN (10) days after the date of written notice to do so, and to have 100% of the work on which he has bid complete within **the bidder's proposed calendar day time frame**.

Enclosed with this proposal is a:

_____ Certified Check

_____ Bid/Proposal Bond

for an amount not less than 5% of the maximum amount bid which it is agreed shall be collected and retained by the Owner as liquidated damages in the event this Bid Response is accepted by the owner within NINETY (90) days after the bids are received and the undersigned fails to execute the contract and the required bond for the Owner within TEN (10) days after the date said proposal is accepted, and otherwise, said check or bond shall be returned to the undersigned upon request.

BIDS SUBMITTED WITHOUT REQUIRED CHECK OR BID BOND WILL BE CONSIDERED NON-RESPONSIVE.

Bidder (Firm Name)

_____

Signature: _____

Name: _____

Title: _____

Address: _____

_____

Phone: _____

Email: _____

PERFORMANCE BOND

BOND NO._____

STATE OF TEXAS §

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF Grayson §

THAT _____ (Name of Contractor) of _____ (City) _____ County, State of _____ as PRINCIPAL and _____ (Name of Surety) as SURETY, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Sherman (OWNER), in the penal sum of _____ and __/100 Dollars ($_____) for the payment whereof, the said PRINCIPAL and SURETY bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the PRINCIPAL has entered into a certain written contract with the OWNER, for **Pecan Grove East Park Improvements Project** (Name of Project) which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said PRINCIPAL shall faithfully perform the said contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the PRINCIPAL to be observed and performed, and according to the true intent and meaning of said contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect:

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code for Public Works as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein."

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bonds, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____ day of _____ 20_____.

PRINCIPAL:	SURETY:
_____	_____
Name of Contractor	Name of Surety
_____	_____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title
_____	_____
Address	Address
_____	_____
City, State, Zip	City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

_____

_____

PAYMENT BOND

BOND NO._____

STATE OF TEXAS §

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF Grayson §

THAT _____ (Name of Contractor) of _____ a (City) _____ County, State of _____ as PRINCIPAL, as PRINCIPAL and _____ (Name of Surety) as SURETY, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Sherman (OWNER), in the penal sum of _____ and __/100 Dollars ($_____) for the payment whereof, the said PRINCIPAL and SURETY bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the PRINCIPAL has entered into a certain written contract with the OWNER, for **Pecan Grove East Park Improvements Project** (Name of Project) which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said PRINCIPAL shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect:

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code for Public Works as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein."

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bonds, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____day of _____ 20_____.

PRINCIPAL:	SURETY:
_____	_____
Name of Contractor	Name of Surety
_____	_____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title
_____	_____
Address	Address
_____	_____
City, State, Zip	City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

_____

_____

MAINTENANCE BOND

BOND NO._____

STATE OF TEXAS §

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF Grayson §

THAT _____ (Name of Contractor) of _____ (City) _____ County, State of _____ as PRINCIPAL and _____ (Name of Surety) as SURETY, a corporation organized under the laws of the State of _____ as sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the City of Sherman, a municipal corporation, chartered by virtue of a special act of legislature of the State of Texas, at Sherman, Grayson County, Texas, the sum of _____ and __/100 Dollars ($_____) for the payment of which sum will truly be made unto said City of Sherman, and its successors, and said principal and sureties to hereby bind themselves, their assigns and successors jointly and severally.

This obligation is conditioned, however, that whereas the said contractor has this day entered into a written contract with the said City of Sherman to build and construct **Pecan Grove East Park Improvements Project** (Name of Project) which contract, plans and specifications therein mentioned are hereby expressly made a part hereof as though the same were written embodied herein.

WHEREAS, under the plans, specifications, and contract, it is provided that the contractor will maintain and keep in good repair the work herein contracted to be done and performed for a period of one (1) years from the date of the acceptance of said work, and to do all necessary repairing and/or reconstructing in whole or in part of said improvements that should be occasioned by settlement of foundation, defective workmanship or materials furnished in the construction or any part thereof or any of the accessories thereto constructed by the contractor. It being understood that the purpose of this section, in part, is to cover all defective conditions arising by reason of defective material and charge the same against the said contractor and sureties on this obligation, and the said contractor sureties hereon shall be subject to the liquidation damages mentioned in said contract for each day's failure on its part to comply with the terms of said provisions of said contract. Now, therefore, if the said contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of one (1) years, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by said contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and said City of Sherman shall have and recover from the said contractor and its principal and sureties damages in the premises, as provided; and it is further agreed that this obligation shall be continuing one against the principal and sureties, hereon, and that successive recoveries may be and had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____day of _____ 20_____.

PRINCIPAL:	SURETY:
_____	_____
Name of Contractor	Name of Surety
_____	_____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title
_____	_____
Address	Address
_____	_____
City, State, Zip	City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

_____

_____

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

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

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

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

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

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title.

___ 11. Other Insurance Requirements (State Below):

Exhibit D

Affidavit of No Prohibited Interest

THE STATE OF _____ §

THE COUNTY OF _____ §

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

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

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

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

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

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

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

_____ Other:_____.

_____ None of the Above.

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

Signed this ___ day of _____, 202_.

_____
Signature of Official/Title

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

TEXAS ETHICS FORM 1295 & VERIFICATION FORM 2270

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

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

1. Pursuant to House Bill 1295 passed by the 84th Texas Legislature (Section 2252.908, Texas Government Code, as amended) and formal rules released by the Texas Ethics Commission (TEC), all contracts with private business entities requiring approval by the Sherman City Council must be accompanied by an original signature unsworn declaration, Certificate of Interested Parties, Form 1295.

2. Form 1295 must be completed in accordance with the TEC Rules: (https://www.ethics.state.tx.us/legal/ch46.html) and Section 2252.908 of the Texas Government Code, as amended: (http://www.legis.state.tx.us/tlodocs/84R/billtext/html/HB01295F.htm).

3. For questions or issues regarding the TEC rules and state law provisions and how Form 1295 should be completed, please consult with your own legal counsel.

4. In order to fill out and submit Form 1295, you will need to log in as directed on the TEC website: https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm

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

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

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

   Governmental Entity

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

   Contract ID Number: **2024-20**

   Description of Goods and Services to be provided:

   PECAN GROVE EAST PARK IMPROVEMENTS PROJECT

   All other fields as required or as applicable to the individual vendor must be completed as explained in the tutorial video.

6. 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.

CONSTRUCTION AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS AND _____

The **City of SHERMAN, Texas**, a home-rule municipality ("SHERMAN"), and **_____,** a _____ ("Contractor"), enter into this Construction Agreement ("Agreement") for the **Pecan Grove East Park Improvements Project**. SHERMAN and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, SHERMAN desires to engage Contractor to provide services in connection with the **Pecan Grove East Park Improvements Project** under the terms and conditions of this Agreement ("Project");

WHEREAS, SHERMAN issued a Request for Proposals, attached hereto as Exhibit A and incorporated herein for all purposes ('Bid Request"), seeking competitively sealed bids for the **Pecan Grove East Park Improvements Project**; and

WHEREAS, Contractor timely submitted a sealed response to the Bid Request, attached hereto as Exhibit B and incorporated herein for all purposes ("Submittal"), seeking to provide such services for City; and

WHEREAS, based on Contractor's representations in response to the Bid Request, including those representations set forth in the Submittal, City has selected Contractor to provide the services sought in the Bid Request under the terms and conditions of this Agreement ("Project").

WHEREAS, Contractor has agreed to provide the services for the Project.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services.
Contractor shall provide the services and deliverables that are set forth and described in the Agreement Documents (hereinafter defined) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services"). The parties understand and agree that deviations or modifications to the scope of Services described in the Agreement Documents, in the form of one or more written change orders, may be authorized from time to time by SHERMAN ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the SHERMAN City Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the SHERMAN City Council's

authorization for the SHERMAN City Manager to execute said Change Order. Contractor agrees that SHERMAN's project managers, superintendents and/or inspectors are not authorized to issue verbal or written Change Orders.

2. Term.

Contractor shall mobilize on-site and commence performance of the Project (the "Mobilization Date") within ten (10) calendar days of the Effective Date of this Agreement (hereinafter defined) and shall complete the Services within Two Hundred Seventy (270) calendar days of the Notice to Proceed. All obligations relating to time set forth herein are material and are of the essence of this Agreement. This Agreement shall remain in full force and effect until completion of the Project to SHERMAN's satisfaction. The obligations listed hereunder shall be fulfilled upon the completion of the Project to SHERMAN's satisfaction.

3. Compensation.

In exchange for the Services as described in the Agreement Documents, SHERMAN agrees to pay the Contractor in an amount not to exceed _____ ($_____) for the completion of the Project contemplated by and in accordance with the Agreement Documents as follows:

On a monthly basis, Contractor shall submit a written invoice to SHERMAN for all Services completed in the immediately preceding month. The applicable portion of Contractor's Fee as reflected in each such invoice shall be due and payable by SHERMAN within thirty (30) days after SHERMAN finally accepts the Services described in each such invoice in accordance with the Agreement Documents and SHERMAN's ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising, except that SHERMAN is entitled to retain an amount equal to five percent (5%) of the Contractor's Fee, which shall be due and payable within thirty (30) days after Contractor completes the Project and SHERMAN finally accepts the same. Notwithstanding anything to the contrary herein, SHERMAN shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

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

4. Agreement Documents.

The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

a. This Agreement;

b. The Bid Request, attached hereto as Exhibit A;

c. The Submittal, attached hereto as Exhibit B;

d. SHERMAN's Insurance Requirements, attached hereto as Exhibit C;

d. City of SHERMAN's Standard Construction Details (which is on file in with the City Engineering Department);

e. The Standard Specifications for Public Works Construction (North Central Texas Third Edition 1998) as amended and supplemented by the City of SHERMAN's Special Provisions to said Standard Specification, as amended (which is on file in the City Engineering Department);

f. Affidavit of No Prohibited Interested, attached hereto as Exhibit D;

g. Conflict of Interest Questionnaire, attached hereto as Exhibit E;

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E and Exhibit B shall prevail in that order.

5. Liquidated Damages.

Contractor acknowledges and agrees that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, SHERMAN will sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the parties agree that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, then Contractor shall pay SHERMAN the sum of two hundred fifty and 00/100 dollars ($250.00) for each calendar day in which the Services are not completed, not as a penalty but as liquidated damages for the damages that would be suffered by SHERMAN as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Services as required herein.

6. Payment, Performance and Maintenance Bonds.

Prior to commencing work under this Agreement, Contractor shall furnish to SHERMAN a payment bond and a performance bond, each of which shall be in an amount equal to one hundred percent (100%) of the total cost of the Project to ensure SHERMAN is indemnified: (i) against any claims for nonpayment of any part of the construction or work performed in connection with the Project; and (ii) for the completion of the Project in accordance with this Agreement. Prior to SHERMAN's final acceptance of the Project, Contractor shall furnish to SHERMAN a two (2) year maintenance bond in an amount equal to one hundred percent (100%) of the total cost of the Project to ensure the repair or remedy of any maintenance issues SHERMAN may have regarding the Project after SHERMAN finally accepts the same.

The bonds required by SHERMAN pursuant to this Section 5 must be: (i) good and sufficient bonds; (ii) in the amounts prescribed herein; and (iii) with a reputable and solvent corporate surety in favor of SHERMAN.

7. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

8. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified in SHERMAN's Insurance Requirements, attached hereto as Exhibit C and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to SHERMAN. Contractor also shall comply with all other requirements set forth in Exhibit C.

9. No Prohibited Interest; Vendor Disclosure.

Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the SHERMAN City Charter. Contractor shall execute and deliver to SHERMAN the Affidavit of No Prohibited Interest, attached hereto as Exhibit D and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable.

Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to SHERMAN the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit E and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

10. Indemnity.

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

IN ITS SOLE DISCRETION, SHERMAN SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION

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

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

11. Liability.

To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. SHERMAN assumes no such responsibility or liability. SHERMAN shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

12. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify SHERMAN in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

13. Termination.

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

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

If after exercising any remedy provided herein, the cost to SHERMAN of the performance of the balance of the work on the Project is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse SHERMAN for such excess, without waiver of any other right or remedy of SHERMAN.

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

14. Authority to Execute.
Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

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

16. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, SHERMAN has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

17. Savings/Severability.
In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

18. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

19. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between SHERMAN and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

20. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

21. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

22. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

23. Headings.
The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

24. Indemnity.
The parties agree that the indemnity provision set forth in Section 10 herein is conspicuous and the parties have read and understood the same.

25. Notice.

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

If to Contractor, to: _____
_____
_____
_____
Telephone: _____
Email: _____

If to SHERMAN, to: City of SHERMAN
Attn: Robby Hefton, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: robbyh@cityofsherman.com

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

26. Representations.

Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

27. Independent Contractor.

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of SHERMAN; that Contractor shall have exclusive

control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between SHERMAN and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between SHERMAN and Contractor.

28. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of SHERMAN and the authorized representative of Contractor.

29. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

30. Reference to SHERMAN.
When referring to "SHERMAN" herein, this Agreement shall refer to and be binding upon SHERMAN, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom SHERMAN is legally responsible.

31. Certifications Required by Texas Law.
In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms in this Section have the meanings ascribed to them in the referenced statutes if defined therein.

32. Debarment/Suspension.
SHERMAN is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. SHERMAN, Contractor and Contractor's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Contractor shall include

a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

33. Restrictions on Lobbying.
SHERMAN and Contractor are prohibited from using funds awarded under the Agreement for lobbying purposes. Contractor shall include a statement of compliance with this provision in applicable procurement solicitations and third-party agreements for work on the Project.

34. Miscellaneous Drafting Provisions.
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

35. Multiple Counterparts.
This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

[*Signature page follows*.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

ATTEST:

_____
Linda Ashby, City Clerk

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Hullett, PC
Ryan D. Pittman, City Attorneys

_____
_____
a _____

By: _____
Printed Name: _____
Title: _____
Date: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; that he acknowledged to me he is the _____ and duly authorized representative for _____ and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 202_.

_____
Notary Public in and for the State of _____
My Commission Expires: _____

Addendum #1

Pecan Grove East Park Improvements Bid No. 2024-20

Modifications to the bid design is necessary for relocation of utilities. In order to provide time for redesign, the bid opening currently schedule at 2pm, on August 15, 2024, must be rescheduled.

Bids will now be due and opened at 2pm, September 11, 2024.

Addendum #2

Pecan Grove East Park Improvements Bid No. 2024-20

Plan revisions are still pending, as TCEQ-related changes are required. In order to provide time for redesign, the bid opening currently schedule at 2pm, on September 11, 2024, must be rescheduled.

Bids will now be due and opened at 2pm, October 2, 2024.

Addendum #3

Pecan Grove East Park Improvements Bid No. 2024-20

Plan revisions are still pending, as TCEQ-related changes are required. In order to provide time for redesign, the bid opening currently schedule at 2pm, on October 2, 2024, must be rescheduled. Updated plans and specs will be posted soon.

Bids will now be due and opened at 2pm, October 9, 2024.

Addendum #4

Pecan Grove East Park Improvements Bid No. 2024-20

All bidders refer to the following bid form, plans, and specifications revisions:

Bid Proposal

To: City of Sherman, Texas - Parks & Recreation Department
1002 N. Music Street
Sherman, Texas 75090

For: Pecan Grove East Park
2300 Pecan Grove Road

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:
City of Sherman, Texas - Parks & Recreation Department
1002 N. Music Street
Sherman, Texas 75090

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with OWNER in the form included in the Bidding Documents to furnish the Goods and Special Services as specified or indicated in the Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid due/received, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
Addendum No. 1	
Addendum No. 2	
Addendum No. 3	

B. Bidder has Provided a List of Proposed Sub-Contractors

C. Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or the furnishing of Goods and Special Services, if required to do so by the Bidding Documents, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services.

D. Bidder is familiar with and is satisfied as to all Laws and Regulations in effect as of the date of the Bid that may affect cost, progress, and the furnishing of Goods and Special Services.

E. Bidder has carefully studied, considered, and correlated the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services

will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods will be installed or Special Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Bidding Documents.

F. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.

G. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.

For the purposes of this Paragraph 4.01.D:
"corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

"fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

"collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

"coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

ARTICLE 5 - BASIS OF BID

5.01 The undersigned bidder has thoroughly examined the Bid Documents, Plans, Specifications, and the site, understands the amount of work to be done, and hereby proposes to do all the work, furnish all labor, equipment, and materials necessary to fully complete the work as provided in the Bid Documents, Plans, Specifications, and subject to the inspection and approval of the Engineer and Owner.

5.02 The following unit prices shall be the basis of total compensation for performing the work and furnishing and installing each item, complete and in place. Upon acceptance of this proposal by the Owner, the bidder is bound to execute a contract completing the said work within the time stated and for the following sums, to wit:

5.03 This Proposal will be evaluated on the Total Base Bid Amount plus any and all of the bid alternates.

Item No		Item Description	Unit	Owner Provided Quantity	Contractor Provided Quantity	Unit Price	Amount
Mobilization and Bonds - Project							
1	101	Mobilization	Lump Sum	1			$
1	102	Bonding, Permits, Insurance	Lump Sum	1			$
1	103	Materials Testing	Lump Sum	1			$
1	104	Coordination with Whirlix (playground) during construction activities	Lump Sum	1			$
1	105	Professional Surveying Services - field staking and layout of proposed grading, non-parking related pavements (see add alternate one below), park improvements, jointing, and final grades, complete in place	Lump Sum	1			$
		Subtotal Pecan Grove East Park Mobilization, Bonds, Testing, Coordination and Survey					**$**

Item No		Item Description	Unit	Owner Provided Quantity	Contractor Provided Quantity	Unit Price	Amount
Pecan Grove East Park							
Hardscape							
2	101	Perform and complete site demolition - concrete sawcut and concrete removal (all), haul away, complete and in place	SF	4,216			$
2	102	Perform and complete demolition - playground material surfacing removal, haul away, complete and in place	SF	2,211			$
2	103	Perform and complete demolition - playground structure removal, all concrete footings, haul away, complete and in place	LS	1			$
2	104	Perform and complete demolition - steel guardrail removal, complete and in place	LF	89			$
2	105	Perform and complete demolition - steel gate removal, preserve and store existing gates in a secure location for future use, complete and in place	LS	1			$
2	106	Perform clearing and grubbing, complete and in place	SY	2,400			$
2	107	Perform mass grading, restroom pad grading, complete and in place	CY	715			$
2	108	Perform fine grading of all trail areas, paved areas, playground areas, drainage areas, future restroom area, drainage outfalls, complete and in place	SF	23,904			$
2	109	Purchase, perform and complete the construction entrance, complete and in place	LS	1			$
2	110	Purchase and install all silt fence with stone overflow structures per plan and detail, complete and in place	LF	875			$
2	111	Purchase and install all rock check dams per plan and detail, complete and in place	EA	4			$
2	112	Purchase and install all interim inlet protection per plan and detail, complete and in place	EA	4			$
2	113	Purchase and install all final inlet protection per plan and detail, complete and in place	EA	4			$
2	114	Remove construction entrance, complete and in place	LS	1			$
2	115	Remove erosion control fence and overflow structures, complete and in place	LF	875			$
2	116	Remove interim and final inlet protection, complete and in place	EA	4			$
2	117	Purchase and install all concrete sidewalks and trails, complete and in place	SF	4,224			$

2	118	Purchase and install the concrete playground edge, complete and in place	SF	232			$
2	119	Purchase and install parking lot (expansion and existing), pedestrian trail, and future lift station lighting, complete and in place	EA	21			$
2	120	Purchase and install pavilion LED lighting, complete and in place	EA	2			$
2	121	Purchase and install weatherproof outlets in pedestrian trail lighting, complete and in place	EA	16			$
2	122	Purchase and install concrete pier lighting foundations, complete and in place	EA	21			$
2	123	Purchase and install steel parking rail, painting, complete and in place	LF	413			$
2	124	Reinstall steel gates and railing, painting, complete and in place	EA	2			$
2	125	Purchase and install 6" 4000 psi reinforced concrete pavement including integral curb per plan, detail and specification, complete and in place	SY	1,056			$
2	126	Purchase and install 6" lime stabilized compacted subgrade, complete and in place	SY	1,100			$
2	127	Purchase and install Hydrated lime material (30lbs./sy) per plan, detail and specification, complete and in place	TN	17			$
2	128	Purchase and install connection to existing pavement by longitudinal butt joint per plan, detail and specification, complete and in place	LF	60			$
2	129	Purchase and install concrete wheel stops per plan and detail, complete and in place	EA	34			$
2	130	Purchase and install parking lot striping including all ADA pavement markings, complete and in place	LS	1			$
2	131	Purchase and install ADA signage, complete and in place for	EA	1			$
2	132	Purchase and install landscape drain inlets and catch basins, complete and in place	EA	4			$
2	133	Purchase and install landscape 6" PVC drain lines, complete and in place	LF	245			$
2	134	Purchase and install landscape 8" PVC drain lines, complete and in place	LF	85			$
2	135	Purchase and install drain outfalls, concrete structure, pop-up drain covers, complete and in place	EA	2			$

2	136	Purchase and install all electrical service, electrical conduit, wire and service connection to parking expansion site, existing pedestrian/parking, existing shade facility, trail lighting and weatherproof outlets, trenching, complete and in place	LS	1			$
		Subtotal Pecan Grove East Park - Hardscape					$
Landscape							
3	101	Perform fine grading for lawn areas, complete and in place	SF	23,364			$
3	102	Purchase and install Bermuda Sod, Tifway 419, complete and in place	SY	2,596			
3	103	Purchase and install Bermuda Sod watering during the establishment period, complete and in place	LS	1			$
		Subtotal Pecan Grove East Park - Landscape					$
		Total Pecan Grove East Park					**$**

Summary
Hardscape and Landscape for Pecan Grove East Park

1	SUBTOTAL Mobilization, Bonds, Testing, Survey	_____
2	SUBTOTAL Pecan Grove East Park - Hardscape	_____
3	SUBTOTAL Pecan Grove East Park - Landscape	_____
	TOTAL BASE BID	_____

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents. Bidder also acknowledges that each unit price includes an amount considered by Bidder to be adequate to cover Bidder's overhead and profit for each separately identified item.

ARTICLE 6-TIME OF COMPLETION

6.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. None at this time

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 Within twenty (20) working days after acceptance of this Proposal, the undersigned will execute an Agreement for the faithful performance of this Contract.

Initials

9.02 The owner reserves the right to reject any and/or all bids and waive any and/or informalities. No bid may be withdrawn until the expiration of sixty (60) days from the date bids are due/received.

_____
Statement 9.02

9.03 This Bid submitted by:

A Corporation
(SEAL)

Respectfully submitted,

Corporation Name: _____

State of Incorporation: _____

By: _____
(sign

Name: _____

Title: _____

Address: _____

_____

Telephone: _____

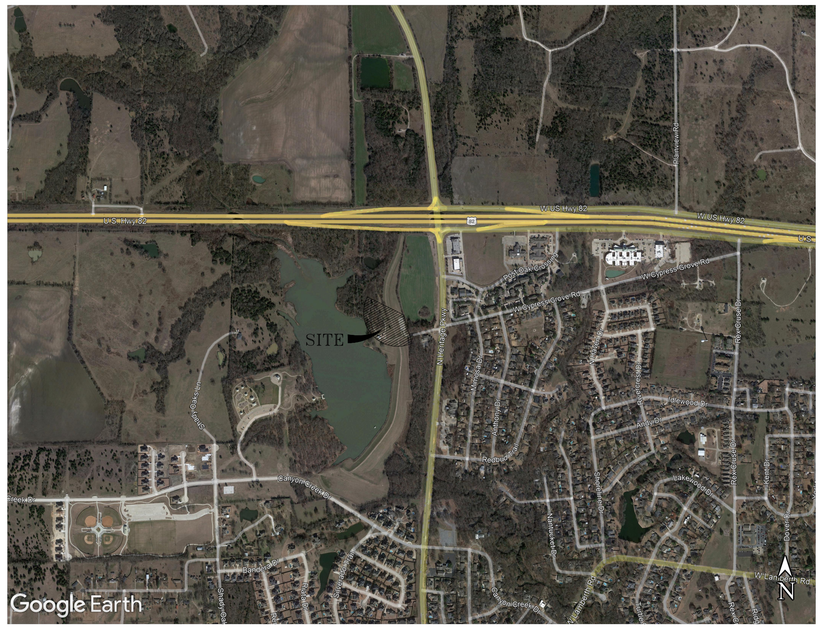
Fax: _____

Email: _____

CONSTRUCTION PLANS FOR

PARK IMPROVEMENTS
AT
PECAN GROVE EAST PARK

SHERMAN, TX



VICINITY MAP
N.T.S.

OWNER

CITY OF SHERMAN
220 W MULBERRY STREET
SHERMAN, TX 75090
PHONE 903) 892-7200
FAX 903) 892-7355

Project Manager: Theresa Hutchinson

LANDSCAPE ARCHITECT

HUITT-ZOLLARS, INC.
5430 LBJ FREEWAY, SUITE 1500
DALLAS, TEXAS 75240
PHONE 214) 871-3311
FAX 214) 871-0757

Project Manager: Chris Scott

SHEET INDEX

SHEET	DESCRIPTION
	GENERAL
G-000	COVER SHEET
G-100	KEY PLAN
G-200	GENERAL NOTES
	DEMOLITION
L-100	DEMOLITION OVERALL PLAN
L-101	DEMOLITION ENLARGEMENT PLAN
	DIMENSION CONTROL
L-201	DIMENSION CONTROL AREA-01
L-202	DIMENSION CONTROL AREA-02
L-203	DIMENSION CONTROL AREA-03
L-204	DIMENSION CONTROL AREA-04
	GRADING
L-300	GRADING OVERALL PLAN
L-301	GRADING ENLARGEMENT PLAN
	MATERIALS
L-401	MATERIALS PLAN AREA-01
L-402	MATERIALS PLAN AREA-02
L-403	MATERIALS PLAN AREA-03
L-404	MATERIALS PLAN AREA-04
	CONSTRUCTION DETAILS
L-501	CONSTRUCTION DETAILS
	PLANTING
L-601	PLANTING PLAN AREA- 01
L-602	PLANTING PLAN AREA- 02
L-603	PLANTING PLAN AREA- 03
L-604	PLANTING PLAN AREA- 04
	CIVIL
C-100	GRADING, PAVING & STRIPING PLAN
C-101	EROSION CONTROL PLAN
C-102	EROSION CONTROL DETAILS
C-200	CONSTRUCTION DETAILS
C-201	CONSTRUCTION DETAILS
	ELECTRICAL
E-101	ELECTRICAL SITE PLAN
E-501	ELECTRICAL ONE-LINE / DETAILS

HUITT ZOLLARS
5430 LBJ Freeway, Suite 1500, Dallas, Texas 75240-2675

REGISTERED LANDSCAPE ARCHITECT
JOHN C. SCOTT
1976
STATE OF TEXAS

09/20/24

Huitt-Zollars, Inc. - Firm Registration No. F-761

CONSTRUCTION PLANS FOR
PARK IMPROVEMENTS
AT
PECAN GROVE E. PARK
CITY OF SHERMAN, TEXAS

MARK	MM/DD/YY	DESCRIPTION
	09/20/2024	Restroom/Lift Station Remov.

PROJECT NUMBER: R316347.01
DRAWN BY: HZI
CHECKED BY: JCS
PLOT DATE: 9/19/24

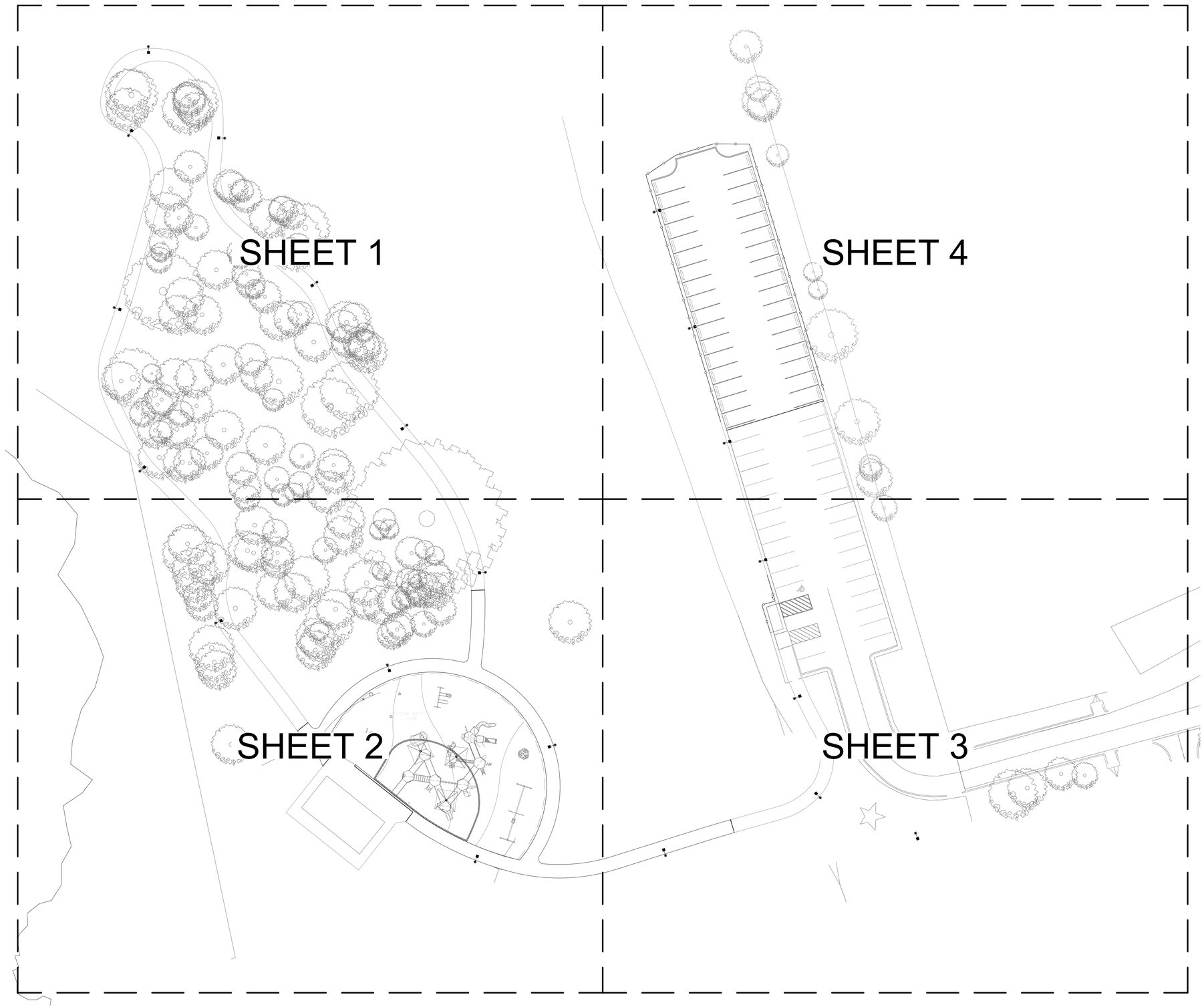
SHEET TITLE

COVER SHEET

G-000

CAD FILE PATH:

DWG: I:\proj\r-316347.01 - pecan grove east park\10 cadd & bim\10.1 autocad\Sheets\00-00 COVER.dwg USER: sgonzalez
DATE: Sep 19, 2024 9:11am XREFS: GBS 22x34 R316347.01JFT01-PECAN GROVE PARK-SHERMAN TX-TOPO-new 1157419-03-03 REV _6347.01_PROP_Base BASE-LAND



HUITT ZOLLARS
5430 LBJ Freeway, Suite 1500, Dallas, Texas 75240-2675

REGISTERED LANDSCAPE ARCHITECT
JOHN C. SCOTT
1976
STATE OF TEXAS

09/20/24

Huitt-Zollars, Inc. - Firm Registration No. F-761

CONSTRUCTION PLANS FOR

PARK IMPROVEMENTS
AT
PECAN GROVE E. PARK

CITY OF SHERMAN, TEXAS

MARK	MM/DD/YY	DESCRIPTION
	09/20/2024	Restroom/Lift Station Remov.

PROJECT NUMBER: R316347.01
DRAWN BY: HZI
CHECKED BY: JCS
PLOT DATE: 9/19/24

SHEET TITLE

KEY PLAN

G-100

N

0 30'
Scale: 1" = 30'

DWG: I:\proj\r316347.01 - pecan grove east park\10 cadd & bim\10.1 autocad\Sheets\00-00 COVER.dwg USER: sgonzalez
DATE: Sep 19, 2024 9:11am XREFS: GBS 22x34 R316347701JFT01-PECAN GROVE PARK-SHERMAN TX-TOPO-new 1157419-03-03 REV _6347701_PROP_Base
R316347701JFT01-PECAN GROVE PARK-SHERMAN TX-TOPO BASE-LAND

CAD FILE PATH:

BIDDING NOTES

1. THE CONTRACTOR AND/OR HIS SUBCONTRACTORS SHALL CAREFULLY REVIEW ALL CONTRACT DOCUMENTS AND VERIFY ALL DIMENSIONS IN THE FIELD AND SHALL REPORT ANY AND ALL DISCREPANCIES, ERRORS AND OMISSIONS TO THE CITY AND LANDSCAPE ARCHITECT PRIOR TO COMMENCING WORK AND/OR ORDERING MATERIALS. MINOR DEVIATIONS, SUBJECT TO CONSTRUCTION REQUIREMENTS AND FIELD CONDITIONS CAN BE EXPECTED.
2. THE CONTRACTOR AND/OR HIS SUBCONTRACTORS SHALL FIELD VERIFY ALL DIMENSIONS THAT AFFECT ANY BUILT-IN ITEMS SUCH AS EQUIPMENT, CASEWORK, FURNISHINGS, ETC.
3. DO NOT PROCEED WITH ANY WORK UNTIL ALL APPLICABLE PRODUCT DATA, SHOP DRAWINGS AND/OR SAMPLES HAVE BEEN REVIEWED BY THE CITY AND LANDSCAPE ARCHITECT, ARCHITECT, OR ENGINEER AND RETURNED TO THE GENERAL CONTRACTOR WITH "NO EXCEPTIONS TAKEN".
4. IT IS THE INTENT OF THE CONTRACT DOCUMENTS (CONSTRUCTION PLANS, TECHNICAL SPECIFICATIONS, BIDDING DOCUMENT) TO PROVIDE A TOTALLY COMPLETE, FULLY FUNCTIONAL PARK FACILITY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CARRY OUT THIS INTENT EVEN THOUGH THE CONTRACT DOCUMENTS MAY NOT FULLY DESCRIBE THE METHODS AND/OR MATERIALS TO DO SO. IT IS THE RESPONSIBILITY OF THE BIDDING CONTRACTOR TO BRING THESE UNACCOUNTED ITEMS, METHODS AND MATERIALS TO THE ATTENTION OF THE CITY, LANDSCAPE ARCHITECT, ARCHITECT AND/OR ENGINEER FOR CLARIFICATION BEFORE BIDDING, OTHERWISE THE AWARDED CONTRACTOR SHALL PROVIDE ALL MATERIALS AND LABOR TO PROVIDE A TOTALLY COMPLETE, FULLY FUNCTIONAL FACILITY AT NO ADDITIONAL COST TO THE CITY.

GRADING NOTES

1. ALL PROPOSED GRADES INDICATED ARE FINISHED GRADES. THE PROPOSED HARDSCAPE IS SHOWN TO FINISHED GRADE AND THE CONTRACTOR IS RESPONSIBLE FOR EXCAVATIONS AND IMPROVEMENTS AS PART OF THE OVERALL MASS GRADING.
2. ALL LAND FORMS AND SWALES SHALL BE GRADED TO BE A SMOOTH, FLOWING, ROUNDED SURFACE PROVIDING POSITIVE DRAINAGE AND VISUAL LAND FORM CONTINUITY.
3. THE CONTRACTOR IS RESPONSIBLE FOR REMOVAL OF ALL CLEARED BRUSH, DEBRIS, ETC. FROM THE LIMITS OF CONSTRUCTION. DISPOSE OF MATERIALS OF THE SITE.
4. EXISTING TREES WHICH ARE TO BE PRESERVED SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION. CONSTRUCTION EQUIPMENT SHALL NOT OPERATE, PARK, OR BE STOPPED UNDER THE CANOPIES OF EXISTING TREES.
5. WHEN CLEARING FOR GRADING, THE CONTRACTOR SHALL COORDINATE TREE PRESERVATION WITH THE LANDSCAPE ARCHITECT AND CITY REPRESENTATIVE.
6. REFER TO DIMENSION CONTROL SHEETS (02 SERIES) FOR ALL DIMENSION INFORMATION.
7. CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND MARKING OF ALL EXISTING UNDERGROUND OR ABOVE GROUND UTILITIES WITHIN THE PROJECT AREA.

GENERAL ACCESSIBILITY NOTES

1. ALL CURB RAMPS WILL MEET ALL T.A.S. 2012 AND A.D.A 2010 REQUIREMENTS FOR SLOPE, TEXTURE, SURFACE FINISH AND COLOR.
2. DETECTABLE WARNING SURFACES SHALL CONTRAST VISUALLY WITH ADJACENT WALKING SURFACES EITHER LIGHT-ON-DARK, OR DARK-ON-LIGHT.
3. SURFACE TEXTURES TO BE TRUNCATED DOMES:
   a. A BASE DIAMETER OF 0.9 INCHES MIN. & 1.4 INCHES MAX.
   b. A TOP DIAMETER OF 50% OF THE BASE DIAMETER, MINIMUM TO 65% OF THE BASE DIAMETER MAXIMUM
   c. A NOMINAL HEIGHT OF 0.2 INCHES
   d. CENTER TO CENTER SPACING OF NOMINAL 1.6 INCHES MIN. & 2.4 INCHES MAX., & A BASE TO BASE SPACING OF 0.65 INCH MIN., MEASURED BETWEEN THE MOST ADJACENT DOMES ON THE SQUARE GRID.

GENERAL TACTILE NOTES

1. FURNISH DETECTABLE WARNING PLATE UNITS MEETING ALL REQUIREMENTS OF INSERT REQUIREMENTS.

DETECTABLE WARNING SURFACE NOTES

1. CURB RAMPS WITHIN THE PUBLIC R.O.W. MUST CONTAIN A DETECTABLE WARNING SURFACE THAT CONSISTS OF RAISED TRUNCATED DOMES COMPLYING WITH SECTION 705 OF THE TEXAS ACCESSIBILITY STANDARDS 2012 (TAS) THE SURFACE MUST CONTRAST VISUALLY WITH ADJOINING SURFACES INCLUDING SIDE FLARES.
2. DETECTABLE WARNING SURFACES MUST BE SLIP RESISTANT AND NOT ALLOW WATER TO ACCUMULATE.
3. ALIGN TRUNCATED DOMES IN THE DIRECTION OF PEDESTRIAN TRAVEL WHEN ENTERING THE STREET.
4. DETECTABLE WARNING SURFACE SHALL BE 24" IN DEPTH IN THE DIRECTION OF PEDESTRIAN TRAVEL.
5. DETECTABLE WARNING SURFACE SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB LINE IS A MINIMUM OF 6" AND A MAXIMUM OF 10" FROM THE EXTENSION OF THE FACE OF CURB. DETECTABLE WARNING SURFACE MAY BE CURVED ALONG THE CORNER RADIUS.
6. DETECTABLE WARNING PLATE UNITS SHALL BE IN ACCORDANCE WITH ONE OF THE FOLLOWING.
   A. PER ARMOR - TILE
   COLOR: COLONIAL RED
   B. PER DETECTABLE WARNING SYSTEMS
   COLOR: COLONIAL RED

HARDSCAPE NOTES

1. ALL SITE FEATURE LOCATIONS SHALL BE STAKED IN THE FIELD BY THE CONTRACTOR AND APPROVED BY THE CITY, LANDSCAPE ARCHITECT, AND/OR ENGINEER PRIOR TO INSTALLATION AND CONSTRUCTION.
2. FINE GRADING SHALL BE PERFORMED IN ALL DISTURBED AREAS. FINE GRADING SHALL INCLUDE THE REMOVAL OF DEBRIS, ROCKS, ETC. FROM THE SITE. INSURE POSITIVE DRAINAGE IN ALL AREAS TO BE SEEDED AND/OR SODDED.
3. THE CONTRACTOR SHALL VERIFY ALL BUILDING SETBACK LINES, EASEMENT LINES, AND VISIBILITY LINES IN THE FIELD PRIOR TO CONSTRUCTION.
4. THE CONTRACTOR SHALL VERIFY LOCATIONS OF ALL UTILITIES SHOWN ON THIS PLAN, AS WELL AS, ANY OTHERS IN THE FIELD PRIOR TO COMMENCEMENT OF WORK.
5. WRITTEN DIMENSIONS SHALL GOVERN OVER SCALED DIMENSIONS.
6. PROVIDE POSITIVE DRAINAGE AWAY FROM ALL SITE FEATURES.
7. PERFORM ALL WORK IN ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES HAVING JURISDICTION.
8. CONTRACTOR IS RESPONSIBLE FOR CHECKING ALL CONTRACT DOCUMENTS, FIELD CONDITIONS, DIMENSIONS FOR ACCURACY AND CONFIRMING THAT THE WORK IS BUILDABLE AS SHOWN BEFORE PROCEEDING WITH CONSTRUCTION. IF THERE ARE ANY QUESTIONS, THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE CITY, LANDSCAPE ARCHITECT, AND/OR ENGINEER BEFORE PROCEEDING WITH THE WORK IN QUESTION OR OTHER RELATED WORK.
9. PROPRIETARY MATERIALS, PRODUCTS, OR SYSTEMS REQUIRED BY THESE CONTRACT DOCUMENTS ESTABLISH THE MINIMUM QUALITY AND STANDARD OF PERFORMANCE FOR THE WORK AND ARE INTENDED TO BE NONDISCRIMINATORY WITH REGARD TO UNNAMED MANUFACTURERS OR SUPPLIERS UNLESS SPECIFICALLY NOTED. REQUESTS FOR SUBSTITUTION ARE TO BE SUBMITTED IN WRITING TO THE CITY, ACCOMPANIED BY APPROPRIATE DATA INDICATING COSTS, SCHEDULES, PERFORMANCE ADVANTAGE, AND ANY VARIATIONS FROM SPECIFIED REQUIREMENTS.
10. ALL WORK NOTED "BY OTHERS", "BY CITY", "N.I.C.", OR "NOT IN CONTRACT", IS TO BE ACCOMPLISHED BY A CONTRACTOR OTHER THAN THE GENERAL CONTRACTOR AND IS NOT TO BE A PART OF THIS AGREEMENT. THE GENERAL CONTRACTOR IS TO COORDINATE WITH "OTHERS" CONTRACTORS AS REQUIRED.
11. 'TYPICAL (TYP.)' AS USED IN THESE DOCUMENTS SHALL MEAN THAT THE CONDITION OR THE DIMENSION IS THE SAME OR REPRESENTATIVE FOR SIMILAR CONDITIONS THROUGHOUT, UNLESS OTHERWISE NOTED.
12. CONTRACTOR IS TO COORDINATE ALL STAGING AREAS WITH THE CITY AND ALL OTHER CONTRACTORS PRIOR TO COMMENCEMENT OF WORK.
13. ALL ANGLES ON THE LAYOUT SHEETS ARE 90 DEGREES, UNLESS OTHERWISE NOTED ON THE PLANS.

SOD NOTES

1. CONTRACTOR TO FINE GRADE AND PREPARE ALL SITE AREAS TO RECEIVE SOD. MAKE SITE SMOOTH TO FINAL GRADING PLAN ELEVATIONS, FILL IN DEPRESSIONS, LOW SPOTS AND GRADE SMOOTH.
2. CONSTRUCTION ACTIVITY OF ANY KIND (EXCLUDING LANDSCAPING) SHALL NOT BE PERMITTED ON OR ACROSS ANY PLANTING AREA. CONTRACTOR SHALL FULLY EXCAVATE ANY PLANTING AREA THAT IS DISTURBED AND REPLACE WITH TOPSOIL. SCARIFY SOIL TO DEPTH OF 3+/- INCHES PRIOR TO APPLICATION.
3. LAWNS SHALL BE SODDED FOLLOWING SCARIFYING, FINAL GRADING, FERTILIZING, AND RAKING. LAWN SHALL BE FERTILIZED W/ 12-12-12 ANALYSIS FERTILIZER AT A RATE OF 10 LBS/1000SF.
4. WATER AND MAINTAIN GRASS UNTIL STAND IS ESTABLISHED AND READY FOR MOWING AT MINIMUM 4 INCH HEIGHT. CONTINUE TO WATER FOR A MINIMUM 30 DAYS OR UNTIL ACCEPTED BY OWNER.
5. FOLLOWING SODDING OPERATIONS, CLEAN UP EXCESS MATERIALS, AND CLEAN ALL BARK MULCHED AND PAVED AREAS. ALL LAWNS SHALL BE GUARANTEED TO HAVE A FULL UNIFORM STAND OF ACCEPTABLE GRASS AT THE END OF THE ONE YEAR GUARANTEE PERIOD WITH NO BARE SPOTS COMPRISING MORE THAN 2% OF ANY LAWN AREA. ANY AREA SO NOTED WILL BE SODDED UNTIL AN ACCEPTABLE STAND OF GRASS IS ESTABLISHED.
6. ALL DISTURBED LAWN AREAS SHALL BE SODDED AS NOTED AND AS APPROVED BY OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT.

SUBSURFACE DRAINAGE NOTES

1. CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL MATERIALS AND LABOR FOR THE INSTALLATION OF A SUBSURFACE DRAINAGE SYSTEM AS SHOWN ON THE DRAWINGS.
2. ALL DRAIN LINES ARE TO BE 4" OR 6" AS INDICATED, UNLESS SHOWN OTHERWISE ON DRAWINGS.
3. THERE SHALL BE A MINIMUM OF ONE HALF (0.5%) PERCENT FLOW LINE FALL ALONG DRAINAGE LINES, EXCEPT WHERE NOTED ON PLAN.
4. CONTRACTOR SHALL PROVIDE A MINIMUM OF TWO (2%) PERCENT SLOPE AWAY FROM ALL EXISTING AND PROPOSED STRUCTURES.
5. CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED GRADES PRIOR TO SYSTEM INSTALLATION. REPORT ANY CONFLICTS TO THE LANDSCAPE ARCHITECT AND/OR ENGINEER.
6. SUBSURFACE DRAINAGE LAYOUT SHOWN ON PLAN IS DIAGRAMMATIC AND MAY REQUIRE AN ALTERNATE LAYOUT TO AVOID EXISTING AND /OR PROPOSED SITE ELEMENTS BOTH NATURAL AND MANMADE. THIS SHALL BE DONE AT NO ADDITIONAL COST TO THE OWNER.
7. CONTRACTOR TO PROVIDE THE FOLLOWING SUBMITTALS:
   A. TEST SUBSURFACE DRAINAGE LINES BEFORE BACKFILLING TO ASSURE FREE FLOW. REMOVE OBSTRUCTIONS, REPLACE DAMAGED COMPONENTS AND RETEST SYSTEM UNTIL SATISFACTORY.
8. PLACE FILL OVER DRAIN LINES AFTER SATISFACTORY TESTING. PLACE FILL MATERIALS IN LAYERS NOT EXCEEDING THREE (3") INCHES IN LOOSE DEPTH AND COMPACT EACH LAYER PLACED. CARRY FILL TO FINISH ELEVATIONS AS INDICATED ON THE DRAWINGS AND SLOPE AWAY FROM BUILDING PERIMETERS. WATER-IN FILLED TRENCHES TO PROMOTE SETTLING. PLACE MORE FILL MATERIAL, IN THE MANNER DESCRIBED ABOVE, IN AREAS WHERE SETTLING OCCURS.

HUITT ZOLLARS
5430 LBJ Freeway, Suite 1500, Dallas, Texas 75240-2675

REGISTERED LANDSCAPE ARCHITECT
JOHN C. SCOTT
1976
STATE OF TEXAS

09/20/24

Huitt-Zollars, Inc. - Firm Registration No. F-761

CONSTRUCTION PLANS FOR
PARK IMPROVEMENTS
AT
PECAN GROVE E. PARK
CITY OF SHERMAN, TEXAS

MARK	MM/DD/YY	DESCRIPTION
	09/20/2024	Restroom/Lift Station Remov.

PROJECT NUMBER: R316347.01
DRAWN BY: HZI
CHECKED BY: JCS
PLOT DATE: 9/19/24

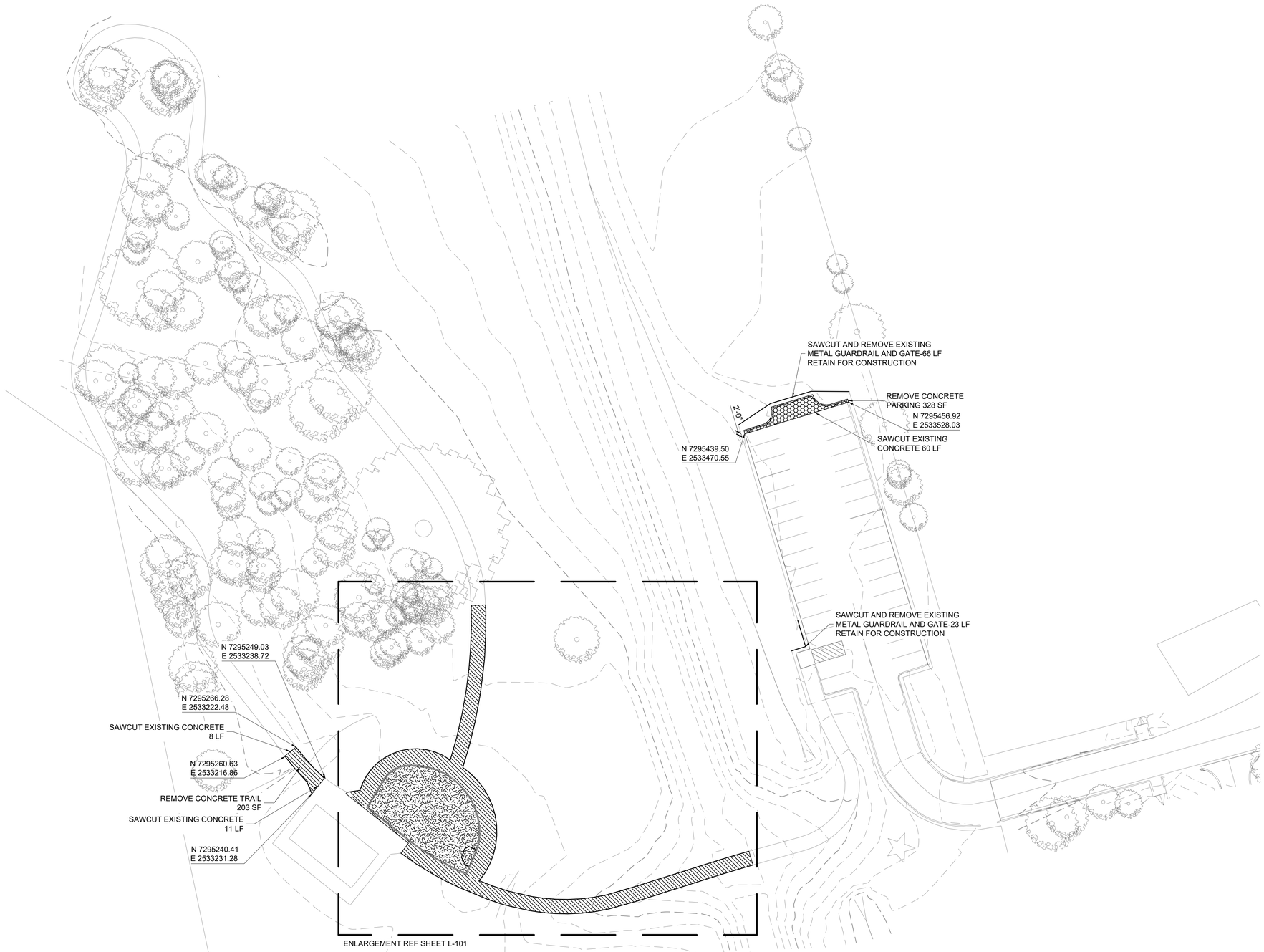
SHEET TITLE

GENERAL NOTES

G-200

CAD FILE PATH:

DWG: I:\proj\r316347.01 - pecan grove east park\10 cadd & bim\10.1 autocad\Sheets\00-00 COVER.dwg USER: sgonzalez
DATE: Sep 19, 2024 9:11am XREFS: GBS 22x34 R316347.01JFT01-PECAN GROVE PARK-SHERMAN TX-TOPO-new 1157419-03-03 REV _634701_PROP_Base R316347.01JFT01-PECAN GROVE PARK-SHERMAN TX-TOPO BASE-LAND



NOTES

1. DISPOSE OF REMOVED PAVEMENT, CURBS, VEGETATION OFFSITE, EXCESS SOILS, PLAYGROUND EQUIPMENT, PLAYGROUND SURFACING, PLAYGROUND DRAINAGE, AND PLAYGROUND RAMPS.

DEMOLITION SCHEDULE

SYMBOL	DESCRIPTION	QTY
———	REMOVE METAL GUARDRAIL AND GATE RETAIN FOR CONSTRUCTION	89 LF

SYMBOL	DESCRIPTION	QTY
	REMOVE CONCRETE TRAIL	3,719 SF
	REMOVE CONCRETE PLAY EDGE	139 SF
	REMOVE FIBAR MULCH	2,211 SF
	REMOVE CONCRETE PARKING	328 SF

N

0 30'

Scale: 1" = 30'

HUITT ZOLLARS
5430 LBJ Freeway, Suite 1500, Dallas, Texas 75240-2675

REGISTERED LANDSCAPE ARCHITECT
JOHN C. SCOTT
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CONSTRUCTION PLANS FOR

PARK IMPROVEMENTS
AT
PECAN GROVE E. PARK

CITY OF SHERMAN, TEXAS

MARK	MM/DD/YY	DESCRIPTION
	09/20/2024	Restroom/Lift Station Remov.

PROJECT NUMBER: R316347.01
DRAWN BY: HZI
CHECKED BY: JCS
PLOT DATE: 9/19/24

SHEET TITLE

DEMOLITION OVERALL PLAN

L-100

DWG: \\proj\316347.01 - pecan grove east park\10 cadd & bim\10.1 autocad\Sheets\02-01 DEMOLITION.dwg USER: sgonzalez
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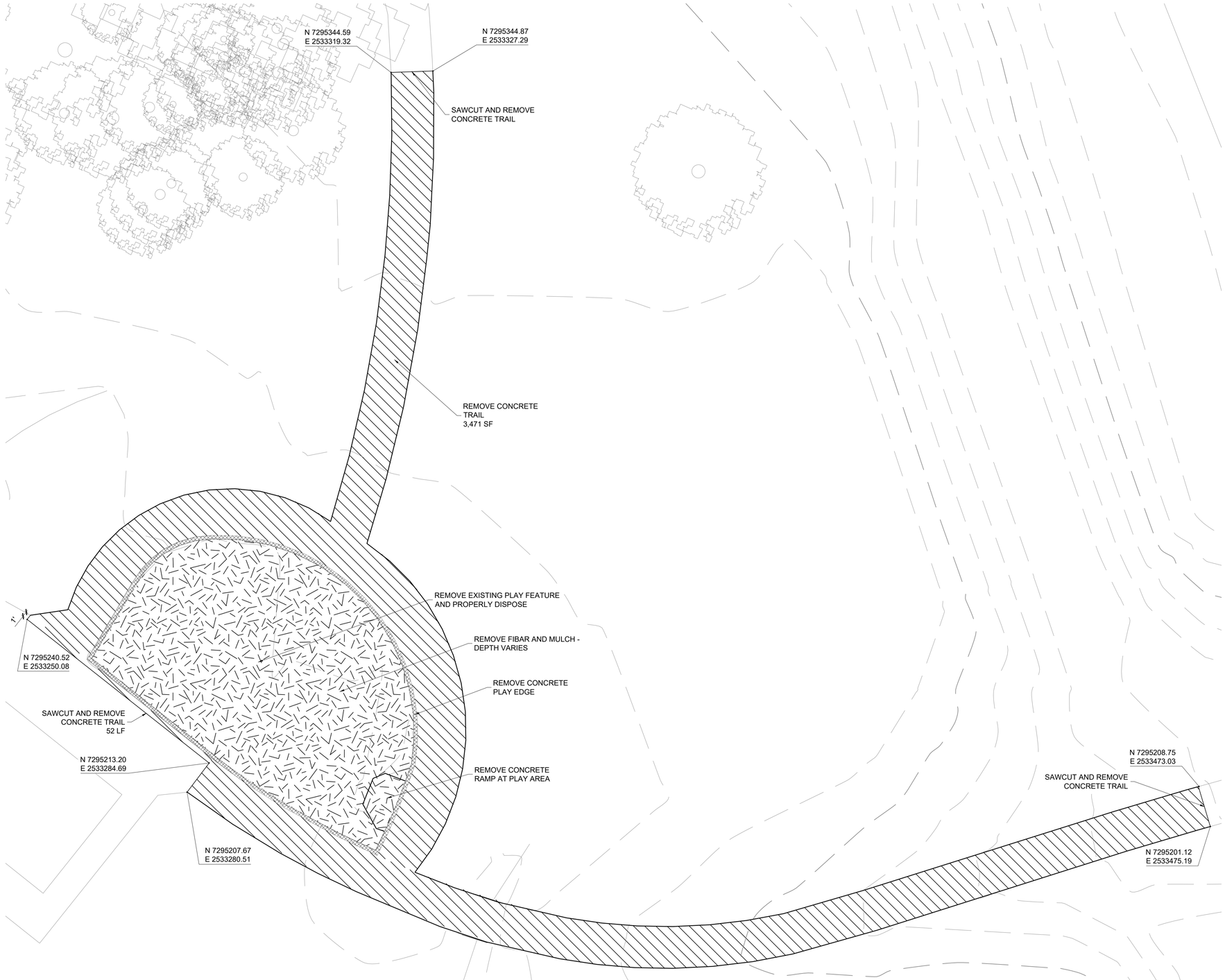
CAD FILE PATH: \\proj\316347.01 - pecan grove east park\10 cadd & bim\10.1 autocad\sheets\02-01 demolition.dwg



NOTES

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DEMOLITION SCHEDULE

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HUITT ZOLLARS
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1976
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09/20/24

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CONSTRUCTION PLANS FOR
PARK IMPROVEMENTS
AT
PECAN GROVE E. PARK
CITY OF SHERMAN, TEXAS

MARK	MM/DD/YY	DESCRIPTION
	09/20/2024	Restroom/Lift Station Remov.

PROJECT NUMBER: R316347.01
DRAWN BY: HZI
CHECKED BY: JCS
PLOT DATE: 9/19/24

SHEET TITLE

DEMOLITION ENLARGEMENT PLAN

L-101

DWG: I:\proj\316347.01 - pecan grove east park\10 cadd & bim\10.1 autocad\Sheets\02-01 DEMOLITION.dwg USER: sgonzalez
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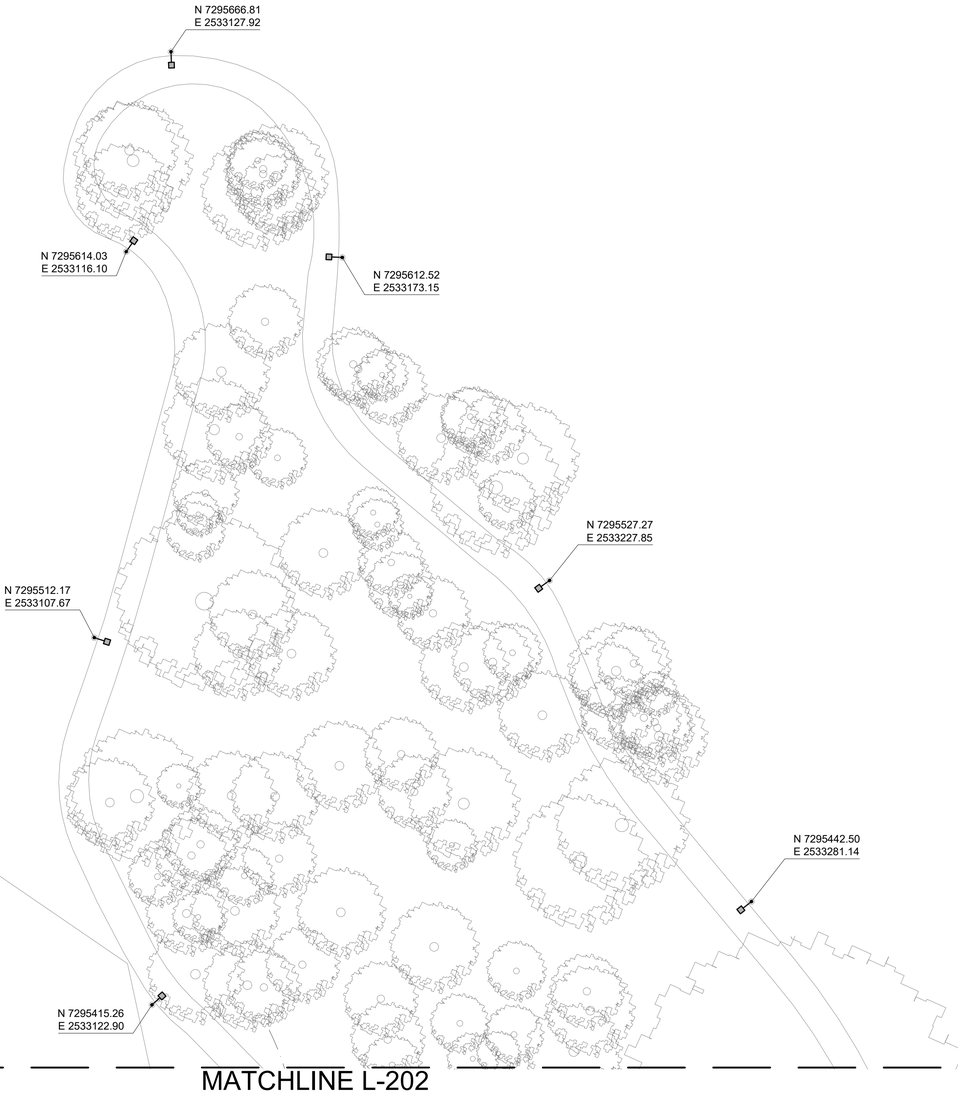
CAD FILE PATH: I:\proj\316347.01 - pecan grove east park\10 cadd & bim\10.1 autocad\sheets\02-01 demolition.dwg



NOTES

1. DIMENSIONS ARE TO BACK OF RESPECTIVE CURB OR STRUCTURE EDGE.

2. EXISTING UTILITIES ARE PER CONSTRUCTION PLANS, FIELD CONDITIONS MAY VARY.

3. FOR MANHOLES IN PAVING, PAVE UP TO MANHOLE AND ADJUST RIM ELEVATION AS REQUIRED TO MATCH PAVEMENT GRADE.

LEGEND

- TRAIL LIGHT
- METAL FENCE
- CONCRETE CURB
- WHEEL STOP

HUITT ZOLLARS
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1976
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09/20/24

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CONSTRUCTION PLANS FOR

PARK IMPROVEMENTS

AT

PECAN GROVE E. PARK

CITY OF SHERMAN, TEXAS

MARK	MM/DD/YY	DESCRIPTION
	09/20/2024	Restroom/Lift Station Remov.

PROJECT NUMBER: R316347.01
DRAWN BY: HZI
CHECKED BY: JCS
PLOT DATE: 9/19/24

SHEET TITLE

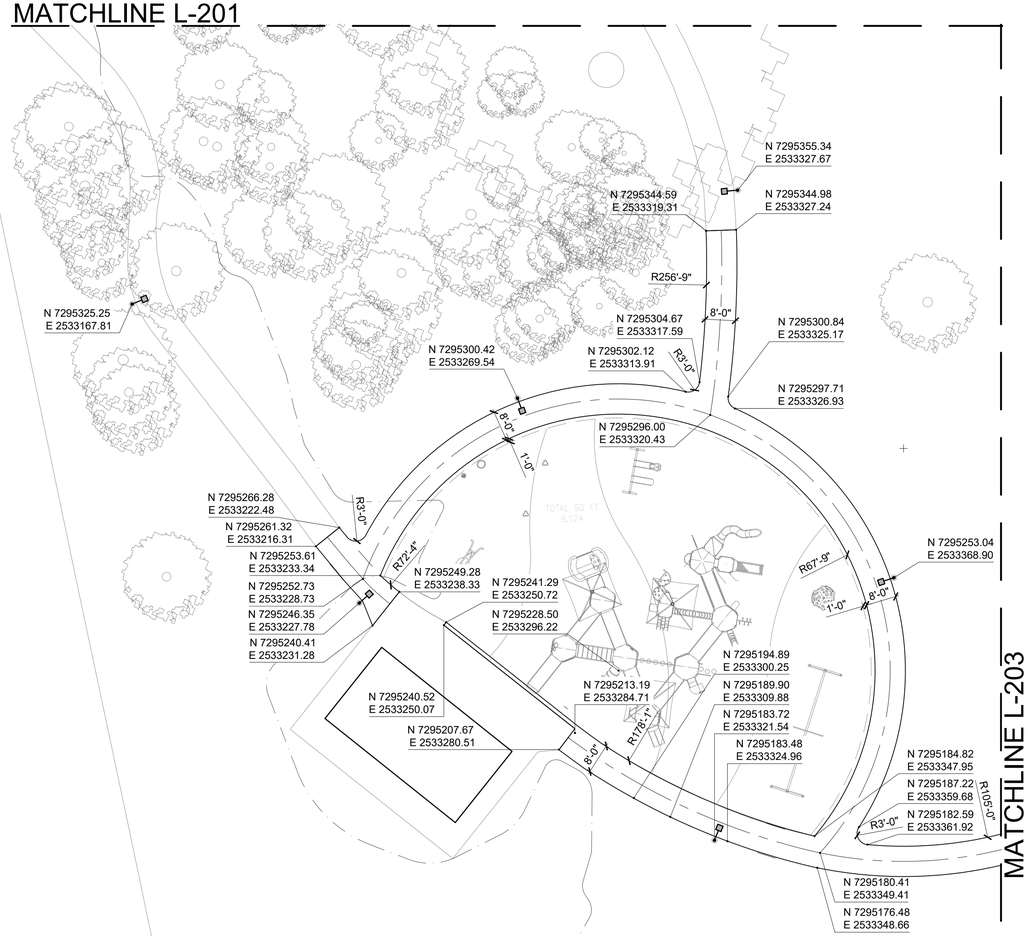
DIMENSION CONTROL PLAN

L-201

DWG: I:\proj\316347.01 - pecan grove east park\10.cadd & bim\10.1 autocad\Sheets\03-01 DIMENSION.dwg USER: sgonzalez
DATE: Sep 19, 2024 9:12am XREFS: GBS 22x34 BASE-LAND R316347.01JFT01-PECAN GROVE PARK-SHERMAN TX-TOPO-new 1157419-03-03 REV 634701 PROP Base

CAD FILE PATH: I:\proj\316347.01 - pecan grove east park\10 cadd & bim\10.1 autocad\sheets\03-01 dimension.dwg

MATCHLINE L-201



MATCHLINE L-203

NOTES

1. DIMENSIONS ARE TO BACK OF RESPECTIVE CURB OR STRUCTURE EDGE.

2. EXISTING UTILITIES ARE PER CONSTRUCTION PLANS, FIELD CONDITIONS MAY VARY.

3. FOR MANHOLES IN PAVING, PAVE UP TO MANHOLE AND ADJUST RIM ELEVATION AS REQUIRED TO MATCH PAVEMENT GRADE.

LEGEND

- TRAIL LIGHT
- METAL FENCE
- CONCRETE CURB
- WHEEL STOP

N

0 20'

Scale: 1" = 20'

HUITT ZOLLARS
5430 LBJ Freeway, Suite 1500, Dallas, Texas 75240-2675

REGISTERED LANDSCAPE ARCHITECT
JOHN C. SCOTT
1976
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09/20/24

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CONSTRUCTION PLANS FOR

PARK IMPROVEMENTS

AT

PECAN GROVE E. PARK

CITY OF SHERMAN, TEXAS

MARK	MM/DD/YY	DESCRIPTION
	09/20/2024	Restroom/Lift Station Remov.

PROJECT NUMBER: R316347.01
DRAWN BY: HZI
CHECKED BY: JCS
PLOT DATE: 9/19/24

SHEET TITLE

DIMENSION CONTROL PLAN

L-202

CAD FILE PATH: I:\proj\316347.01 - pecan grove east park\10 cadd & bim\10.1 autocad\sheets\03-01 dimension.dwg

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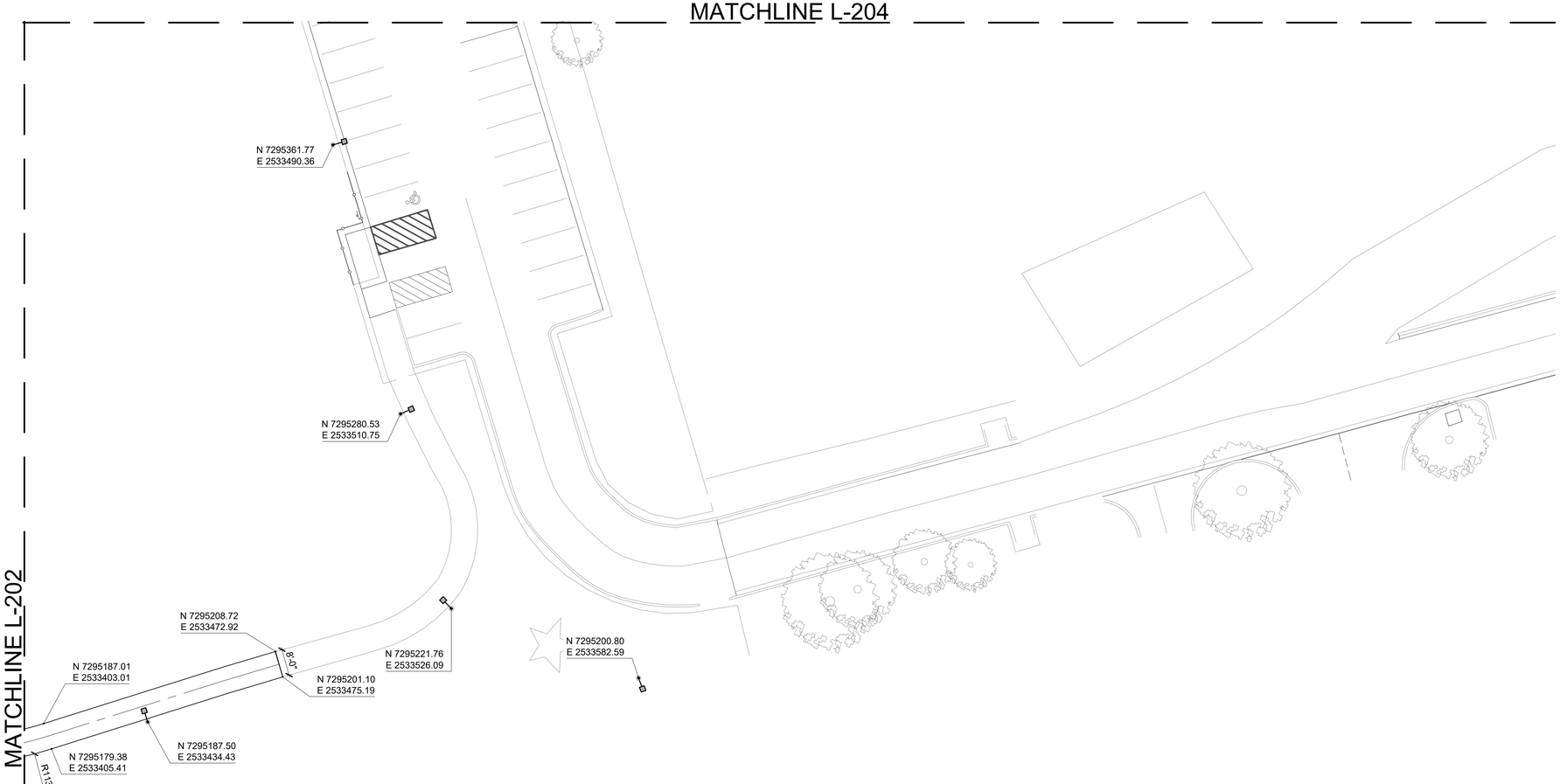
MATCHLINE L-204

MATCHLINE L-202



NOTES

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3. FOR MANHOLES IN PAVING, PAVE UP TO MANHOLE AND ADJUST RIM ELEVATION AS REQUIRED TO MATCH PAVEMENT GRADE.

LEGEND

- TRAIL LIGHT
- METAL FENCE
- CONCRETE CURB
- WHEEL STOP

N

0 20'

Scale: 1" = 20'

HUITT ZOLLARS
5430 LBJ Freeway, Suite 1500, Dallas, Texas 75240-2675

REGISTERED LANDSCAPE ARCHITECT
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1976
STATE OF TEXAS

09/20/24

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CONSTRUCTION PLANS FOR

PARK IMPROVEMENTS

AT

PECAN GROVE E. PARK

CITY OF SHERMAN, TEXAS

MARK	MM/DD/YY	DESCRIPTION
	09/20/2024	Restroom/Lift Station Remov.

PROJECT NUMBER: R316347.01
DRAWN BY: HZI
CHECKED BY: JCS
PLOT DATE: 9/19/24

SHEET TITLE

DIMENSION CONTROL PLAN

L-203

DWG: I:\proj\316347.01 - pecan grove east park\10 cadd & bim\10.1 autocad\Sheets\03-01 DIMENSION.dwg USER: sgonzalez
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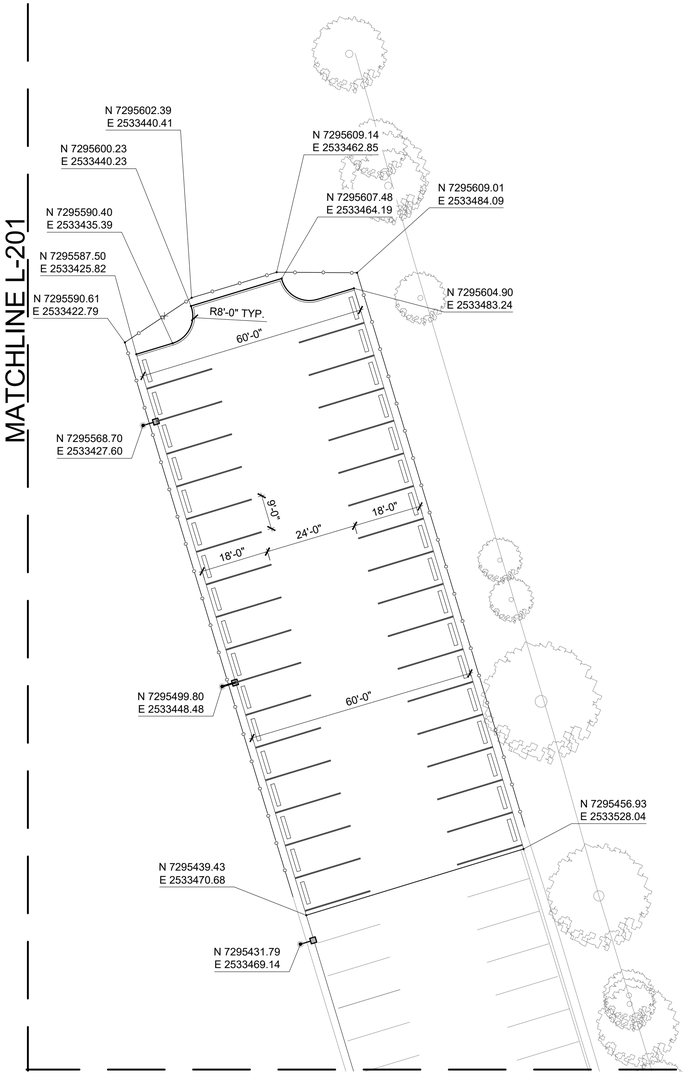
MATCHLINE L-201



MATCHLINE L-203

NOTES

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3. FOR MANHOLES IN PAVING, PAVE UP TO MANHOLE AND ADJUST RIM ELEVATION AS REQUIRED TO MATCH PAVEMENT GRADE.

LEGEND

- TRAIL LIGHT
- METAL FENCE
- CONCRETE CURB
- WHEEL STOP

N

0 20'

Scale: 1" = 20'

HUITT ZOLLARS
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REGISTERED LANDSCAPE ARCHITECT
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CONSTRUCTION PLANS FOR

PARK IMPROVEMENTS

AT

PECAN GROVE E. PARK

CITY OF SHERMAN, TEXAS

MARK	MM/DD/YY	DESCRIPTION
	09/20/2024	Restroom/Lift Station Remov.

PROJECT NUMBER: R316347.01

DRAWN BY: HZI

CHECKED BY: JCS

PLOT DATE: 9/19/24

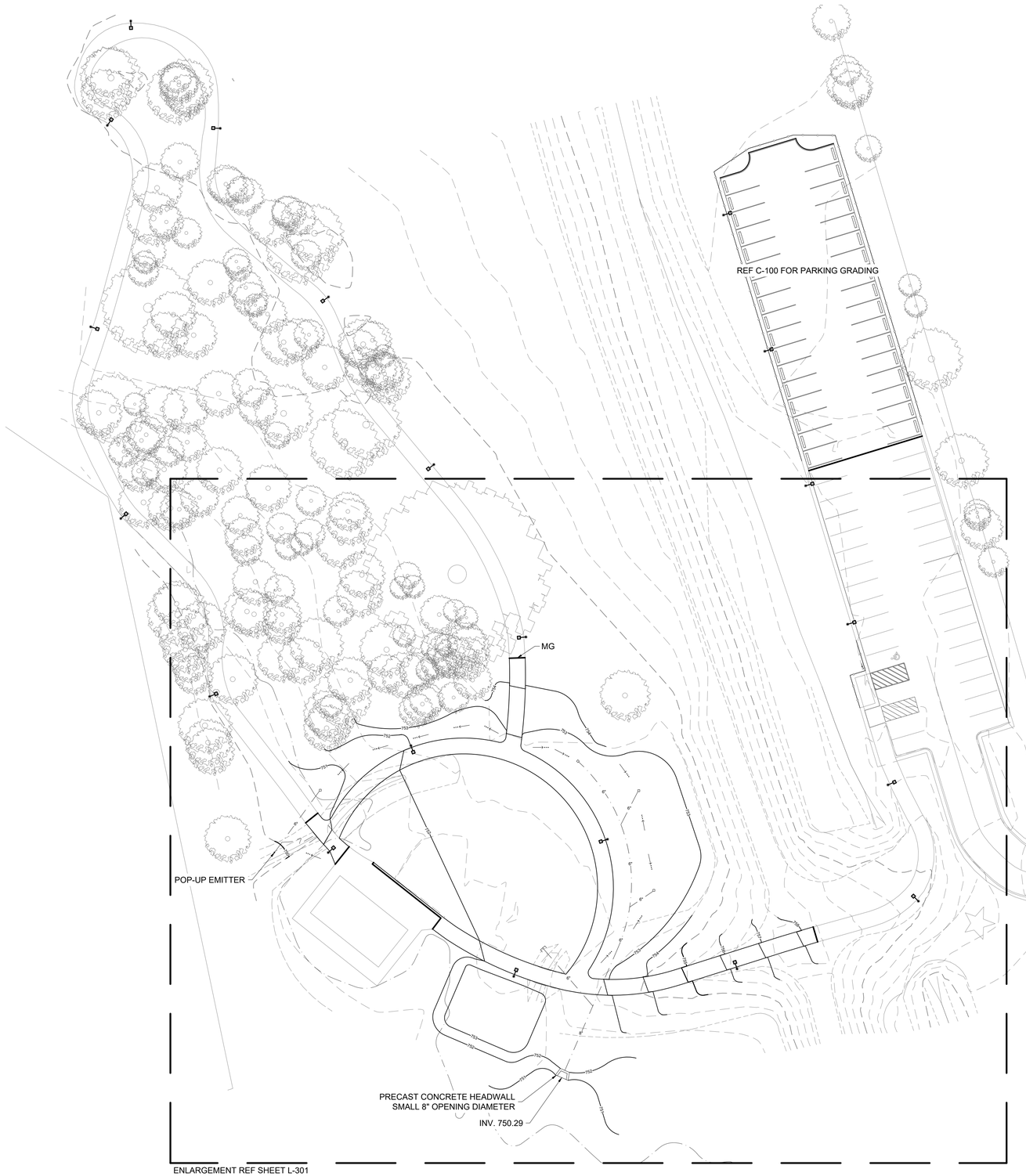
SHEET TITLE

DIMENSION CONTROL PLAN

L-204

DWG: I:\proj\r316347.01 - pecan grove east park\10 cadd & bim\10.1 autocad\Sheets\03-01 DIMENSION.dwg USER: sgonzalez
DATE: Sep 19, 2024 9:12am XREFS: GBS 22x34 BASE-LAND R31634701-UFT01-PECAN GROVE PARK-SHERMAN TX-TOPO-new 1157419-03-03 REV 634701 PROP Base

CAD FILE PATH: I:\proj\r316347.01 - pecan grove east park\10 cadd & bim\10.1 autocad\sheets\03-01 dimension.dwg



NOTES

1. ROUGH GRADING SHALL BE ACCOMPLISHED TO WITHIN ±0.2 FEET OF PLAN ELEVATION AFTER ADJUSTMENT FOR FINISH THICKNESS.

2. ALL FILL SHALL BE PLACED IN 6-INCH LIFTS COMPACTED TO 95% OF MODIFIED PROCTOR DENSITY BETWEEN -3% AND +3% OF OPTIMUM MOISTURE CONTENT.

3. COORDINATION WITH UTILITY CONTRACTORS MAY BE REQUIRED DEPENDING ON CONSTRUCTION SCHEDULE.

4. EXISTING UTILITIES ARE PER CONSTRUCTION PLANS, FIELD CONDITIONS MAY VARY.

5. ALL GRADES SHALL BE FINISHED TO A SMOOTH FLOWING CONTOUR, MAINTAINING EXISTING FLOW PATTERNS UNLESS INSTRUCTED OTHERWISE.

6. PROVIDE POSITIVE DRAINAGE AWAY FROM ALL SITE FEATURES.

7. WALKS SHALL NOT EXCEED 2% CROSS SLOPE OR 5% LONGITUDINAL SLOPE.

8. PLAYGROUND CONTRACTOR SHALL INSTALL UNDERDRAINS AS NEEDED UNDERNEATH PROPOSED PLAYGROUND SURFACING AND TIE ALL SUBSURFACE PLAYGROUND DRAINS INTO STORMLINE STUBOUT PROVIDED.

GRADING LEGEND

TP	TOP OF PAVING
TC	TOP OF CURB
BC	BOTTOM OF CURB
MG	MATCH GRADE
AD	AREA DRAIN ELEVATION
INV	INVERT ELEVATION
⋯←	FLOW ARROW
646	EXISTING CONTOUR
645	PROPOSED CONTOUR
□	AREA DRAIN
6"•	DRAIN PIPE W/ PIPE SIZE

N

0 30'

Scale: 1" = 30'

HUITT ZOLLARS
5430 LBJ Freeway, Suite 1500, Dallas, Texas 75240-2675

REGISTERED LANDSCAPE ARCHITECT
JOHN C. SCOTT
1976
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09/20/24

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CONSTRUCTION PLANS FOR

PARK IMPROVEMENTS
AT
PECAN GROVE E. PARK

CITY OF SHERMAN, TEXAS

MARK	MM/DD/YY	DESCRIPTION
	09/20/2024	Restroom/Lift Station Remov.

PROJECT NUMBER: R316347.01
DRAWN BY: HZI
CHECKED BY: JCS
PLOT DATE: 9/19/24

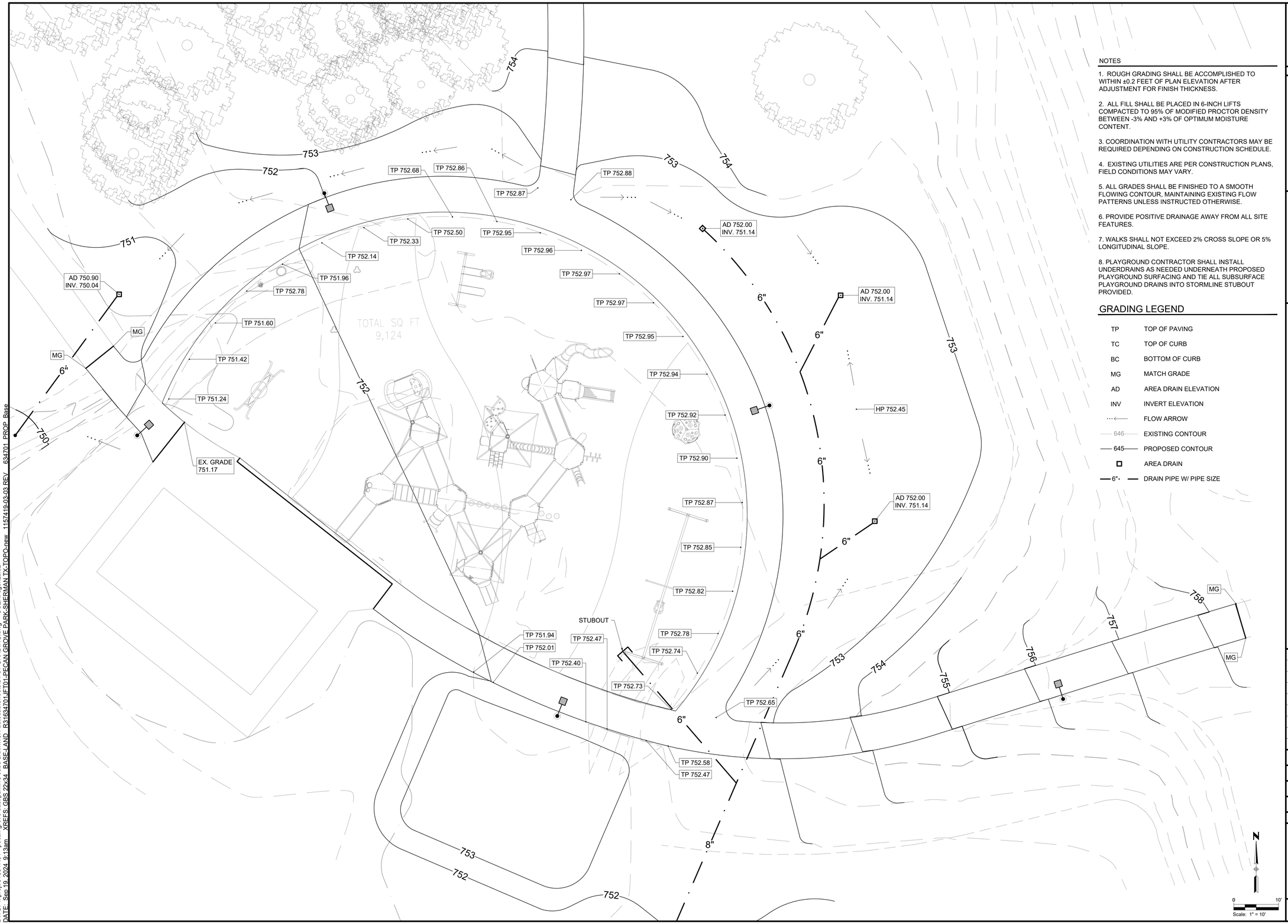
SHEET TITLE

GRADING OVERALL PLAN

L-300

DWG: I:\proj\316347 01 - pecan grove east park\10 cadd & bim\10.1 autocad\Sheets\04-01 GRADING.dwg USER: sgonzalez
DATE: Sep 19, 2024 9:13am XREFS: GBS 22x34 BASE-LAND R316347\01-JFT\01-PECAN GROVE PARK-SHERMAN TX-TOPO-new 1157419-03-03 REV 634701 PROP Base

CAD FILE PATH: I:\proj\316347.01 - pecan grove east park\10 cadd & bim\10.1 autocad\sheets\04-01 grading.dwg



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TC	TOP OF CURB
BC	BOTTOM OF CURB
MG	MATCH GRADE
AD	AREA DRAIN ELEVATION
INV	INVERT ELEVATION
···←	FLOW ARROW
646	EXISTING CONTOUR
645	PROPOSED CONTOUR
□	AREA DRAIN
6"· —	DRAIN PIPE W/ PIPE SIZE

HUITT ZOLLARS
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REGISTERED LANDSCAPE ARCHITECT
JOHN C. SCOTT
1976
STATE OF TEXAS

09/20/24

Huitt-Zollars, Inc. - Firm Registration No. F-761

CONSTRUCTION PLANS FOR

PARK IMPROVEMENTS

AT

PECAN GROVE E. PARK

CITY OF SHERMAN, TEXAS

MARK	MM/DD/YY	DESCRIPTION
	09/20/2024	Restroom/Lift Station Remov.

PROJECT NUMBER: R316347.01
DRAWN BY: HZI
CHECKED BY: JCS
PLOT DATE: 9/19/24

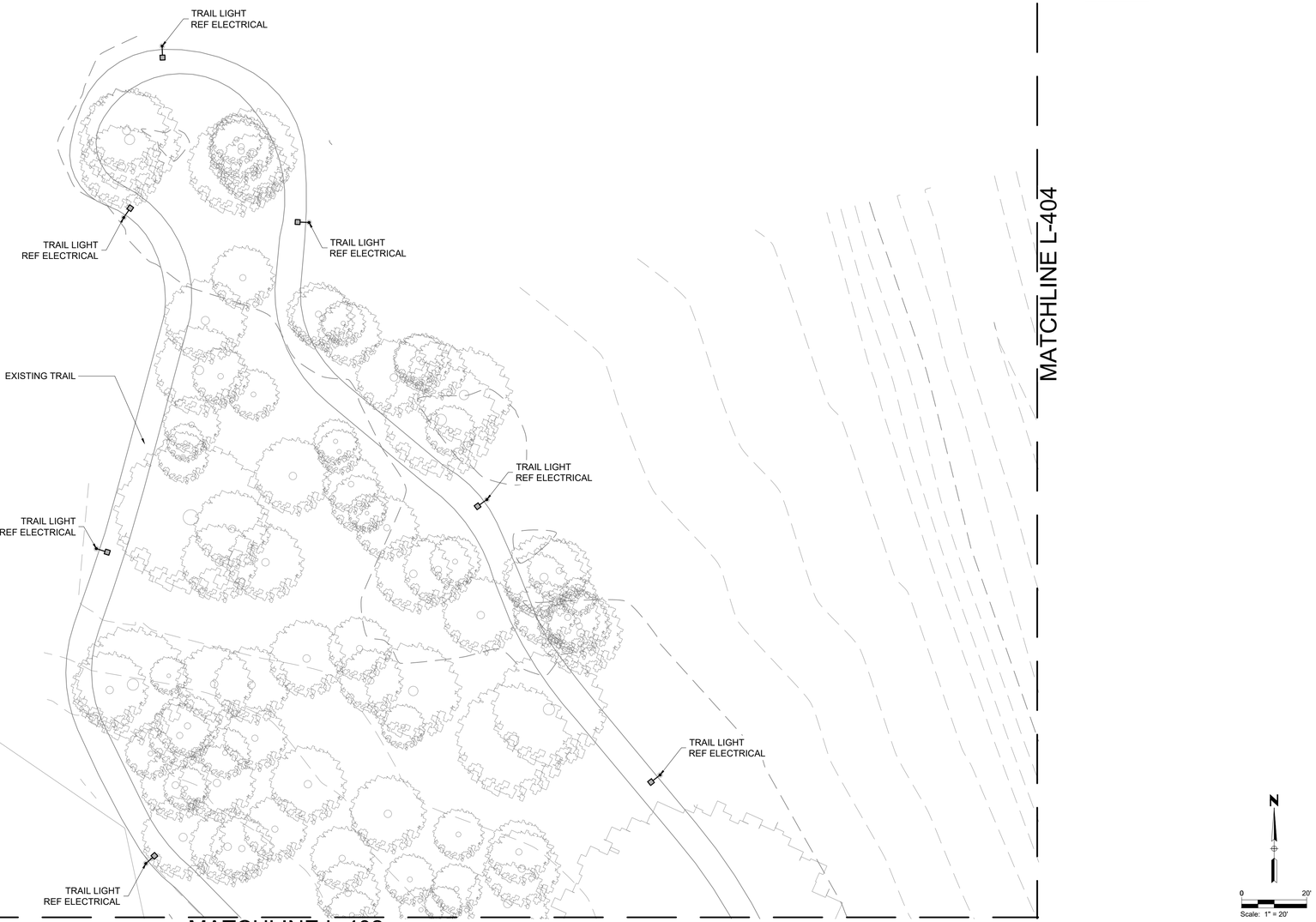
SHEET TITLE

GRADING ENLARGEMENT PLAN

L-301

DWG: I:\proj\r316347.01 - pecan grove east park\10 cadd & bim\10.1 autocad\Sheets\04-01 GRADING.dwg USER: sgonzalez
DATE: Sep 19, 2024 9:13am XREFS: GBS 22x34 BASE-LAND R316347.01JET01-PECAN GROVE PARK-SHERMAN TX-TOPO-new 11S7419-03-03 REV 634701 PROP Base

CAD FILE PATH: I:\proj\r316347.01 - pecan grove east park\10 cadd & bim\10.1 autocad\sheets\04-01 grading.dwg



NOTES

1. DIMENSIONS ARE TO BACK OF RESPECTIVE CURB OR STRUCTURE EDGE.

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3. FOR MANHOLES IN PAVING, PAVE UP TO MANHOLE AND ADJUST RIM ELEVATION AS REQUIRED TO MATCH PAVEMENT GRADE.

4. CONTRACTOR SHALL COORDINATE INSTALLATION OF CONDUIT AND DRAINAGE PIPE RUNS TO AVOID CONFLICT WITH PLAYGROUND EQUIPMENT.

LEGEND

- TRAIL LIGHT
- METAL FENCE
- EXPANSION JOINT
- CONTROL JOINT
- CONCRETE TRAIL OR SIDEWALK

N

0 20'

Scale: 1" = 20'

HUITT ZOLLARS
5430 LBJ Freeway, Suite 1500, Dallas, Texas 75240-2675

REGISTERED LANDSCAPE ARCHITECT
JOHN C. SCOTT
1976
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09/20/24

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CONSTRUCTION PLANS FOR

PARK IMPROVEMENTS
AT
PECAN GROVE E. PARK

CITY OF SHERMAN, TEXAS

MARK	MM/DD/YY	DESCRIPTION
	09/20/2024	Restroom/Lift Station Remov.

PROJECT NUMBER: R316347.01
DRAWN BY: HZI
CHECKED BY: JCS
PLOT DATE: 9/19/24

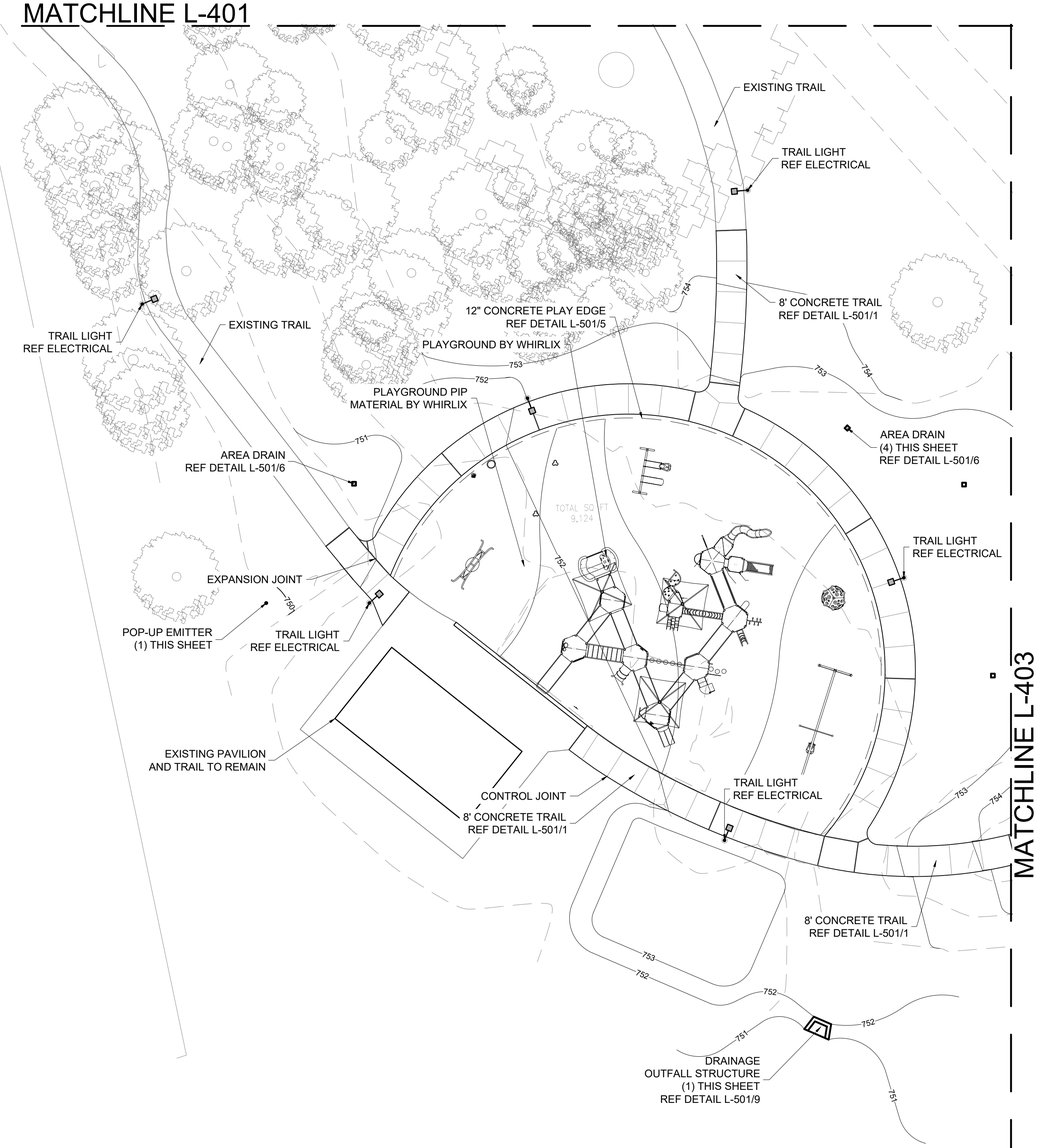
SHEET TITLE

MATERIALS PLAN

L-401

CAD FILE PATH: I:\proj\316347.01 - pecan grove east park\10 cadd & bim\10.1 autocad\sheets\05-01 material.dwg

DWG: I:\proj\316347.01 - pecan grove east park\10 cadd & bim\10.1 autocad\Sheets\05-01 MATERIAL.dwg USER: sgonzalez
DATE: Sep 19, 2024 9:13am XREFS: GBS 22x34 BASE-LAND R316347O-UFT01-PECAN GROVE PARK-SHERMAN TX-TOPO-new 1157419-03-03 REV 634701 PROP Base



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LEGEND

- TRAIL LIGHT
- METAL FENCE
- EXPANSION JOINT
- CONTROL JOINT
- CONCRETE TRAIL OR SIDEWALK

0 20'
Scale: 1" = 20'

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PARK IMPROVEMENTS

AT

PECAN GROVE E. PARK

CITY OF SHERMAN, TEXAS

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	09/20/2024	Restroom/Lift Station Remov.

PROJECT NUMBER: R316347.01
DRAWN BY: HZI
CHECKED BY: JCS
PLOT DATE: 9/19/24

SHEET TITLE

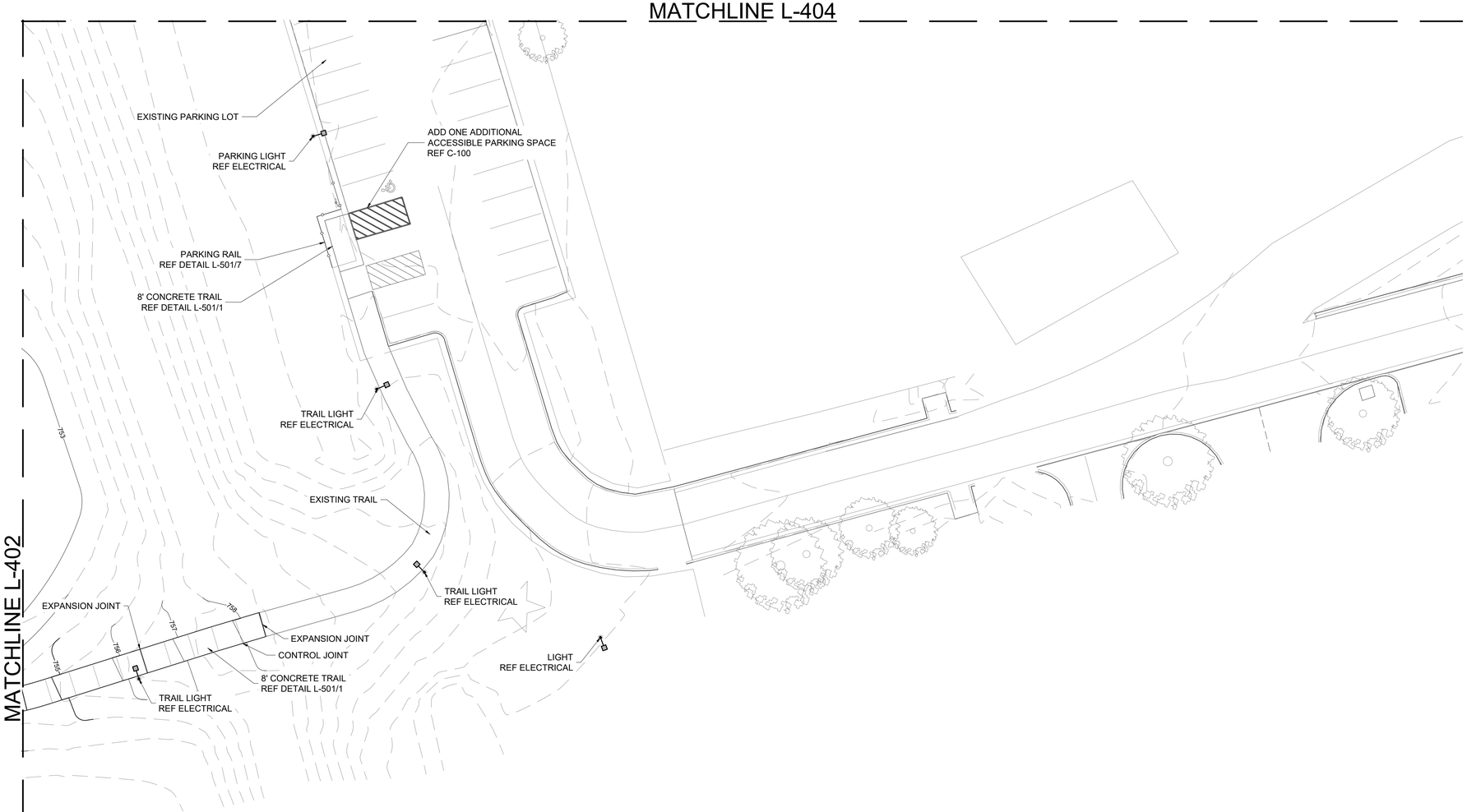
MATERIALS PLAN

L-402

DWG: I:\proj\316347.01 - pecan grove east park\10 cadd & bim\10.1 autocad\Sheets\05-01 MATERIAL.dwg USER: sgonzalez
DATE: Sep 19, 2024 9:13am XREFS: GBS 22x34 BASE-LAND R316347011JFT01-PECAN GROVE PARK-SHERMAN TX-TOPO-new 11574119-03-03 REV 634701 PROP Base

CAD FILE PATH: \proj\316347.01 - pecan grove east park\10 cadd & bim\10.1 autocad\Sheets\05-01 material.dwg

MATCHLINE L-404



MATCHLINE L-402

NOTES

1. DIMENSIONS ARE TO BACK OF RESPECTIVE CURB OR STRUCTURE EDGE.

2. EXISTING UTILITIES ARE PER CONSTRUCTION PLANS, FIELD CONDITIONS MAY VARY.

3. FOR MANHOLES IN PAVING, PAVE UP TO MANHOLE AND ADJUST RIM ELEVATION AS REQUIRED TO MATCH PAVEMENT GRADE.

4. CONTRACTOR SHALL COORDINATE INSTALLATION OF CONDUIT AND DRAINAGE PIPE RUNS TO AVOID CONFLICT WITH PLAYGROUND EQUIPMENT.

LEGEND

- TRAIL LIGHT
- METAL FENCE
- EXPANSION JOINT
- CONTROL JOINT
- CONCRETE TRAIL OR SIDEWALK

N

0 20'

Scale: 1" = 20'

HUITT ZOLLARS
5430 LBJ Freeway, Suite 1500, Dallas, Texas 75240-2675

REGISTERED LANDSCAPE ARCHITECT
JOHN C. SCOTT
1976
STATE OF TEXAS

09/20/24

Huitt-Zollars, Inc. - Firm Registration No. F-761

CONSTRUCTION PLANS FOR

PARK IMPROVEMENTS

AT

PECAN GROVE E. PARK

CITY OF SHERMAN, TEXAS

MARK	MM/DD/YY	DESCRIPTION
	09/20/2024	Restroom/Lift Station Remov.

PROJECT NUMBER: R316347.01

DRAWN BY: HZI

CHECKED BY: JCS

PLOT DATE: 9/19/24

SHEET TITLE

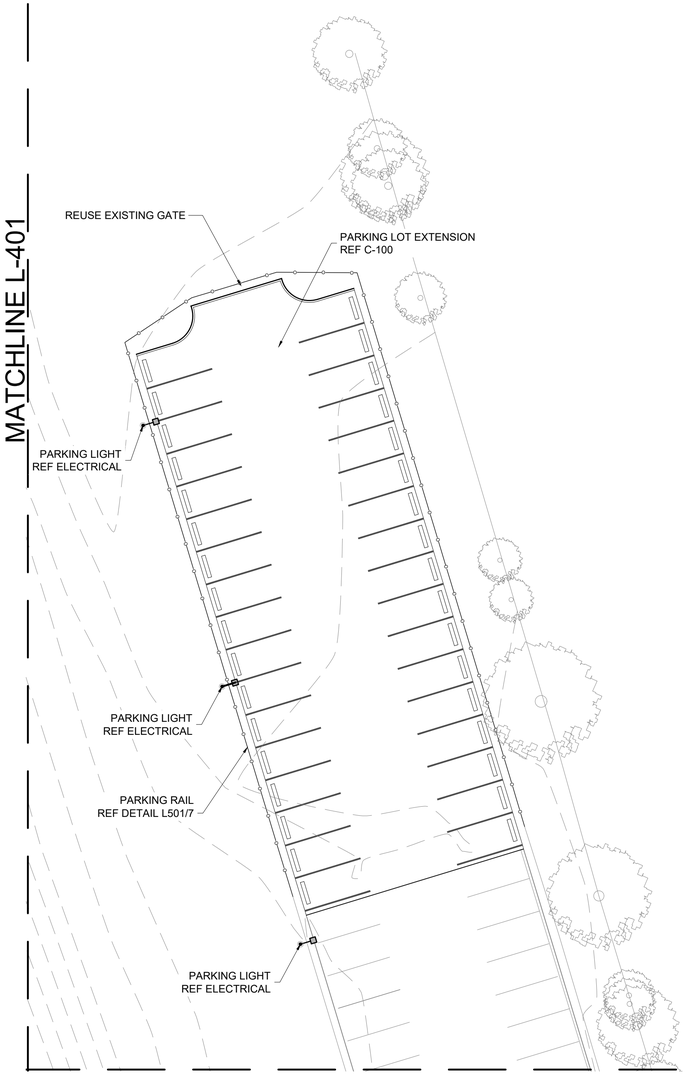
MATERIALS PLAN

L-403

DWG: I:\proj\316347.01 - pecan grove east park\10 cadd & bim\10.1 autocad\Sheets\05-01 MATERIAL.dwg USER: sgonzalez
DATE: Sep 19, 2024 9:13am XREFS: GBS 22x34 BASE-LAND R316347.01JFT01-PECAN GROVE PARK-SHERMAN TX-TOPO-new 1157419-03-03 REV 634701 PROP Base

CAD FILE PATH: I:\proj\316347.01 - pecan grove east park\10 cadd & bim\10.1 autocad\sheets\05-01 material.dwg

MATCHLINE L-401



MATCHLINE L-403

NOTES

1. DIMENSIONS ARE TO BACK OF RESPECTIVE CURB OR STRUCTURE EDGE.

2. EXISTING UTILITIES ARE PER CONSTRUCTION PLANS, FIELD CONDITIONS MAY VARY.

3. FOR MANHOLES IN PAVING, PAVE UP TO MANHOLE AND ADJUST RIM ELEVATION AS REQUIRED TO MATCH PAVEMENT GRADE.

4. CONTRACTOR SHALL COORDINATE INSTALLATION OF CONDUIT AND DRAINAGE PIPE RUNS TO AVOID CONFLICT WITH PLAYGROUND EQUIPMENT.

LEGEND

- TRAIL LIGHT
- METAL FENCE
- EXPANSION JOINT
- CONTROL JOINT
- CONCRETE TRAIL OR SIDEWALK

N

0 20'

Scale: 1" = 20'

HUITT ZOLLARS
5430 LBJ Freeway, Suite 1500, Dallas, Texas 75240-2675

REGISTERED LANDSCAPE ARCHITECT
JOHN C. SCOTT
1976
STATE OF TEXAS

09/20/24

Huitt-Zollars, Inc. - Firm Registration No. F-761

CONSTRUCTION PLANS FOR

PARK IMPROVEMENTS

AT

PECAN GROVE E. PARK

CITY OF SHERMAN, TEXAS

MARK	MM/DD/YY	DESCRIPTION
	09/20/2024	Restroom/Lift Station Remov.

PROJECT NUMBER: R316347.01

DRAWN BY: HZI

CHECKED BY: JCS

PLOT DATE: 9/19/24

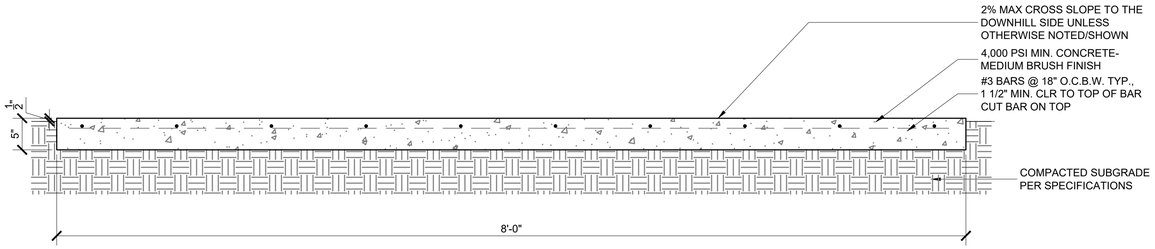
SHEET TITLE

MATERIALS PLAN

L-404

DWG: I:\proj\316347.01 - pecan grove east park\10.cadd & bim\10.1 autocad\Sheets\05-01 MATERIAL.dwg USER: sgonzalez
DATE: Sep 19, 2024 9:13am XREFS: GBS 22x34 BASE-LAND R316347.01JFT01-PECAN GROVE PARK-SHERMAN TX-TOPO-new 1157419-03-03 REV 634701 PROP Base

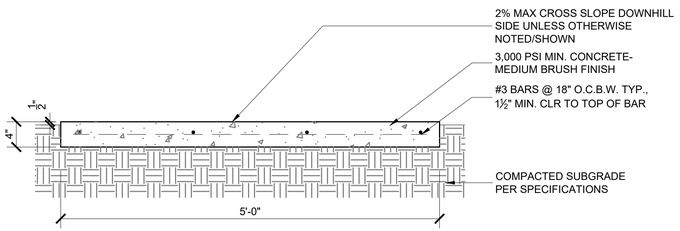
CAD FILE PATH: I:\proj\316347.01 - pecan grove east park\10 cadd & bim\10.1 autocad\sheets\05-01 material.dwg



NOTE:
CONTROL JOINT: 8' O.C.
EXPANSION JOINT: 32' O.C.

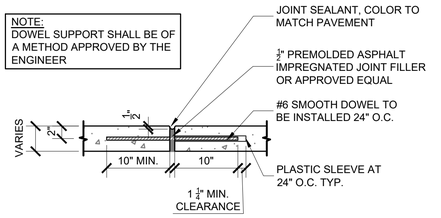
1 8' CONCRETE TRAIL

SCALE: 1" = 1'-0"



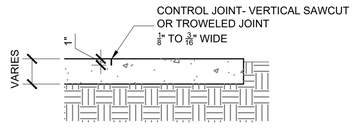
2 5' CONCRETE WALK DETAIL

SCALE: 1" = 1'-0"



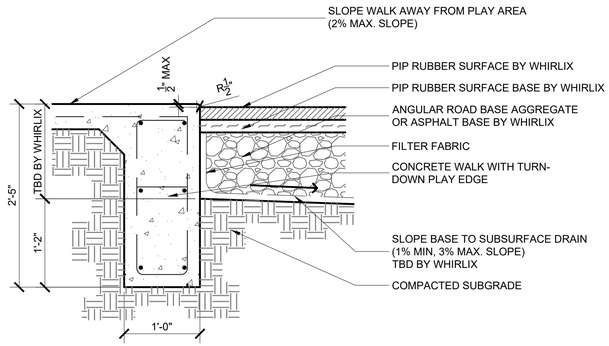
3 EXPANSION JOINT

SCALE: 1" = 1'-0"



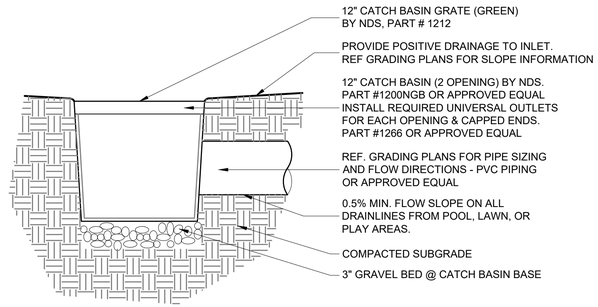
4 CONTROL JOINT

SCALE: 1" = 1'-0"



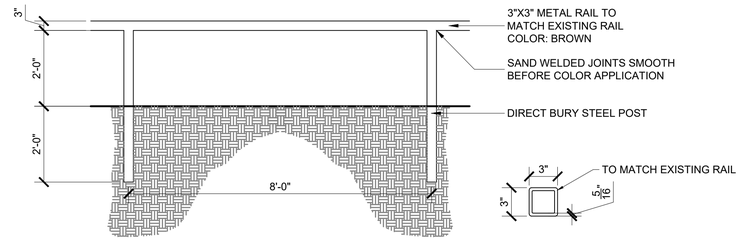
5 PLAYGROUND EDGE WITH SIDEWALK DETAIL

SCALE: 1" = 1'-0"



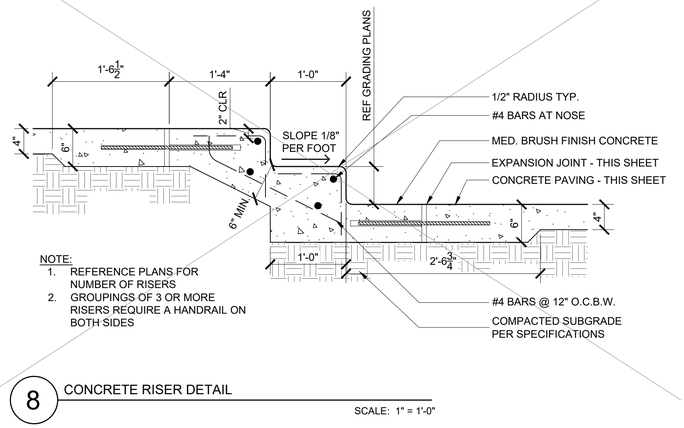
6 LANDSCAPE DRAIN INLET DETAIL

SCALE: 1" = 1'-0"



7 PARKING RAIL

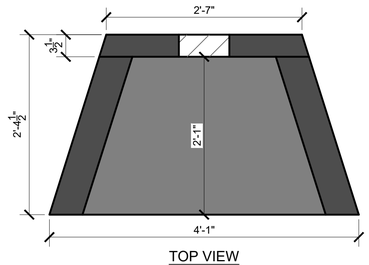
SCALE: 1/2" = 1'-0"



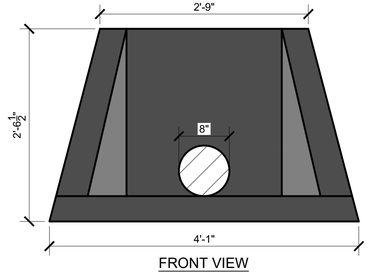
NOTE:
1. REFERENCE PLANS FOR NUMBER OF RISERS
2. GROUPINGS OF 3 OR MORE RISERS REQUIRE A HANDRAIL ON BOTH SIDES

8 CONCRETE RISER DETAIL

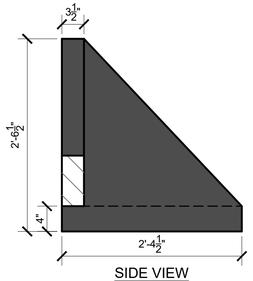
SCALE: 1" = 1'-0"



TOP VIEW



FRONT VIEW



SIDE VIEW

9 PIPE OUTFALL DETAIL

SCALE: 1/2" = 1'-0"

HUITT ZOLLARS
5430 LBJ Freeway, Suite 1500, Dallas, Texas 75240-2675

REGISTERED LANDSCAPE ARCHITECT JOHN C. SCOTT 1976 STATE OF TEXAS

09/20/24

Huitt-Zollars, Inc. - Firm Registration No. F-761

CONSTRUCTION PLANS FOR

PARK IMPROVEMENTS AT PECAN GROVE E. PARK

CITY OF SHERMAN, TEXAS

MARK	MM/DD/YY	DESCRIPTION
	09/20/2024	Restroom/Lift Station Remov.

PROJECT NUMBER: R316347.01
DRAWN BY: HZI
CHECKED BY: JCS
PLOT DATE: 9/19/24

SHEET TITLE

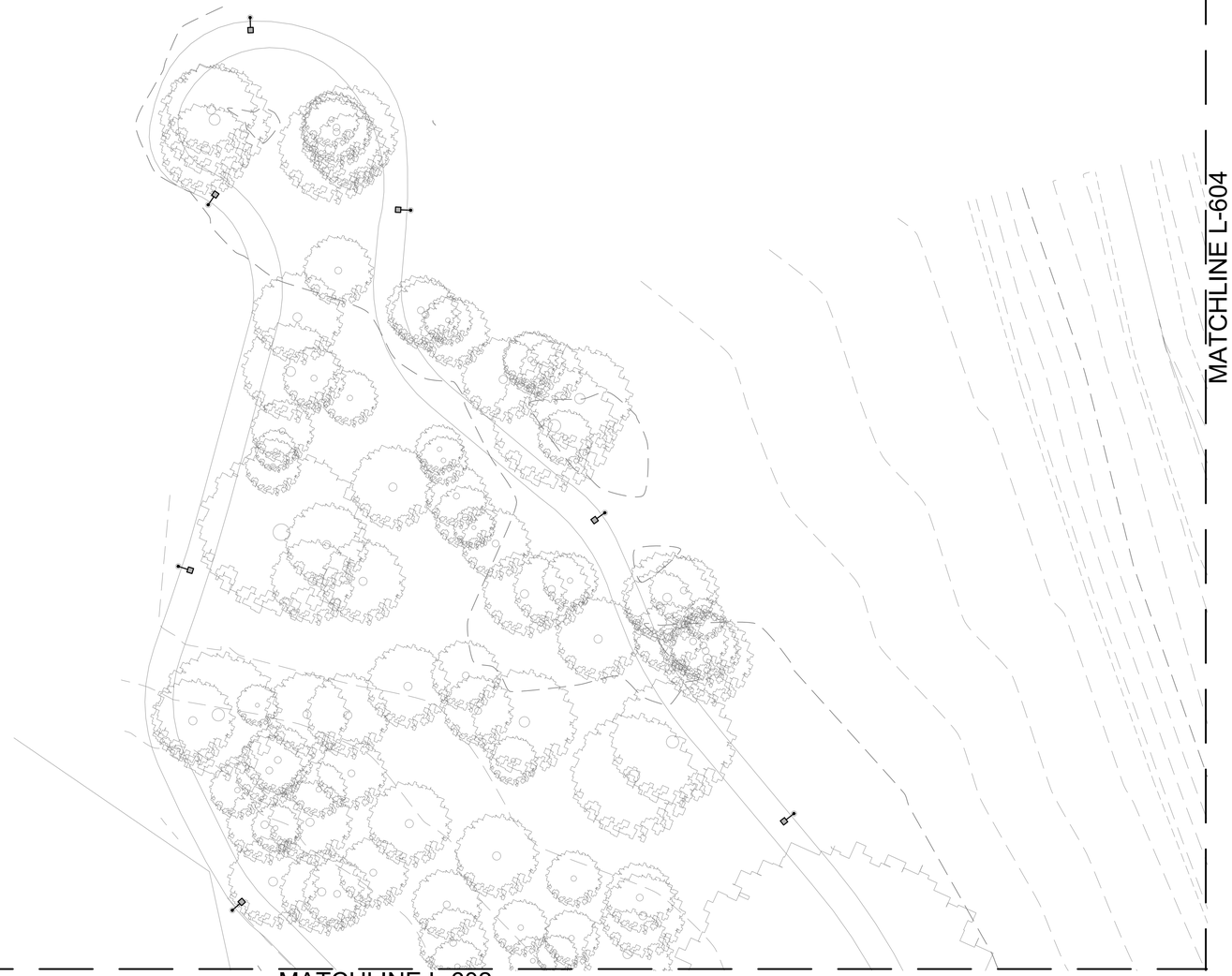
CONSTRUCTION DETAILS

L-501

DWG: I:\pro\r316347.01 - pecan grove east park\10 cadd & bim\10.1 autocad\Sheets\06-01 DETAILS.dwg
DATE: Sep 19, 2024 9:14am
XREFS: GBS 22x34 BASE-DET-LA
USER: sgonzalez

CAD FILE PATH: I:\pro\r316347.01 - pecan grove east park\10 cadd & bim\10.1 autocad\sheets\06-01 details.dwg

NO LANDSCAPE ON THIS SHEET



NOTES

1. UTILITIES ARE SHOWN PER PLANS. FIELD CONDITIONS MAY VARY. CONTRACTOR TO FIELD VERIFY ALL UTILITIES PRIOR TO COMMENCEMENT OF WORK AND IS RESPONSIBLE TO REPAIR ANY DAMAGE TO UTILITIES AT NO ADDITIONAL COST TO OWNER.

2. REFERENCE SOD NOTES ON SHEET G-200, GENERAL NOTES.

LEGEND

SOD

N

0 20'

Scale: 1" = 20'

HUITT ZOLLARS
5430 LBJ Freeway, Suite 1500, Dallas, Texas 75240-2675

REGISTERED LANDSCAPE ARCHITECT
JOHN C. SCOTT
1976
STATE OF TEXAS

09/20/24

Huitt-Zollars, Inc. - Firm Registration No. F-761

CONSTRUCTION PLANS FOR

PARK IMPROVEMENTS
AT
PECAN GROVE E. PARK

CITY OF SHERMAN, TEXAS

MARK	MM/DD/YY	DESCRIPTION
	09/20/2024	Restroom/Lift Station Remov.

PROJECT NUMBER:	R316347.01
DRAWN BY:	HZI
CHECKED BY:	JCS
PLOT DATE:	9/19/24

SHEET TITLE

PLANTING PLAN

L-601

DWG: I:\proj\316347.01 - pecan grove east park\10.cadd & bim\10.1 autocad\Sheets\L-102 PLNT.dwg USER: sgonzalez
DATE: Sep 19, 2024 9:14am XREFS: GBS 22x34 BASE-LAND R316347.01-JFT01-PECAN GROVE PARK-SHERMAN TX-TOPO-new 1157419-03-03 REV 634701 PROP Base BASE-PLANT
CAD FILE PATH: I:\proj\316347.01 - pecan grove east park\10 cadd & bim\10.1 autocad\sheets\l-102 plnt.dwg

MATCHLINE L-601

NOTES

1. UTILITIES ARE SHOWN PER PLANS. FIELD CONDITIONS MAY VARY. CONTRACTOR TO FIELD VERIFY ALL UTILITIES PRIOR TO COMMENCEMENT OF WORK AND IS RESPONSIBLE TO REPAIR ANY DAMAGE TO UTILITIES AT NO ADDITIONAL COST TO OWNER.

2. REFERENCE SOD NOTES ON SHEET G-200, GENERAL NOTES.

LEGEND

SOD - 1,706 SY

N

0 20'

Scale: 1" = 20'

HUITT ZOLLARS
5430 LBJ Freeway, Suite 1500, Dallas, Texas 75240-2675

REGISTERED LANDSCAPE ARCHITECT
JOHN C. SCOTT
1976
STATE OF TEXAS

09/20/24

Huitt-Zollars, Inc. - Firm Registration No. F-761

CONSTRUCTION PLANS FOR

PARK IMPROVEMENTS

AT

PECAN GROVE E. PARK

CITY OF SHERMAN, TEXAS

MARK	MM/DD/YY	DESCRIPTION
	09/20/2024	Restroom/Lift Station Remov.

PROJECT NUMBER: R316347.01
DRAWN BY: HZI
CHECKED BY: JCS
PLOT DATE: 9/19/24

SHEET TITLE

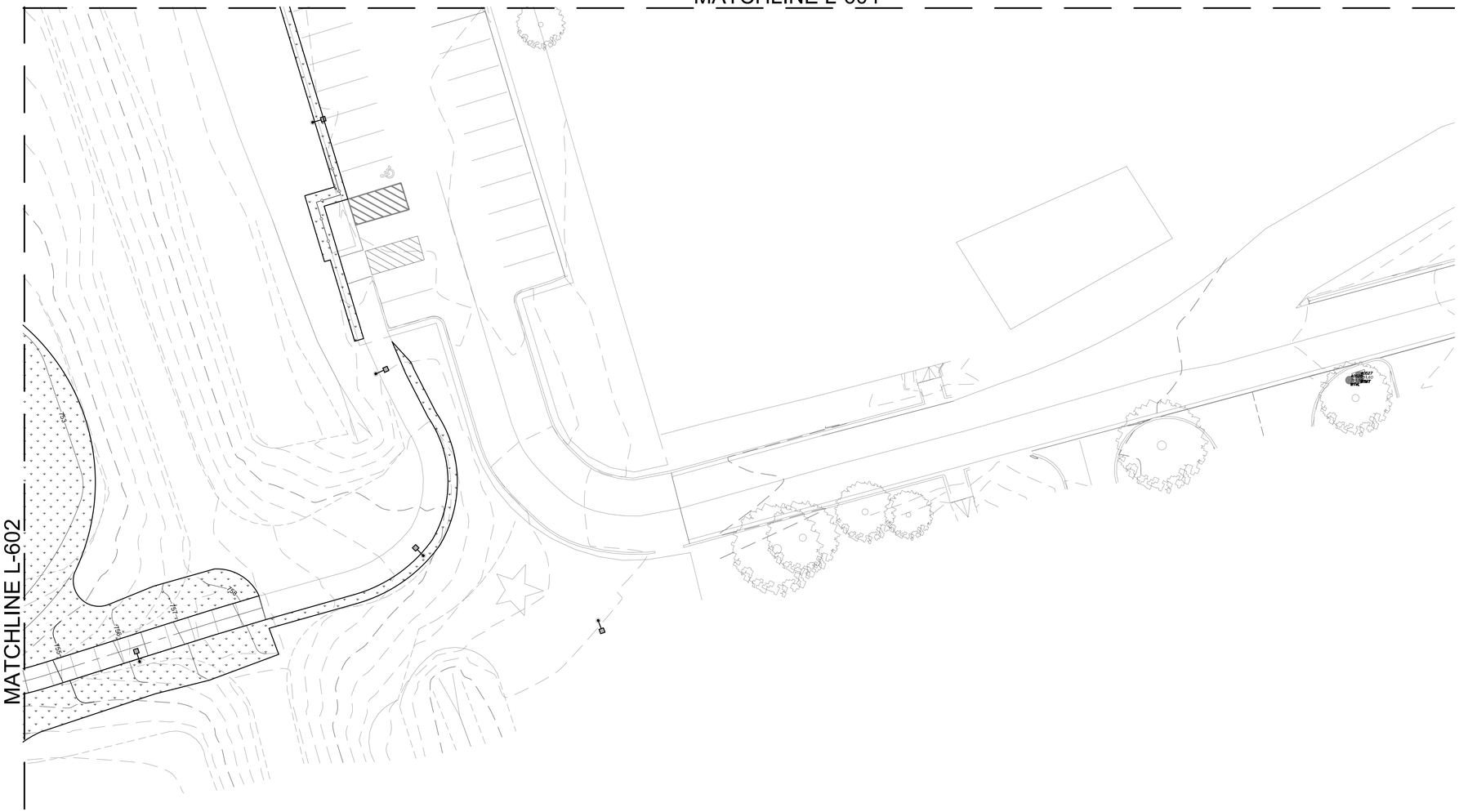
PLANTING PLAN

L-602

CAD FILE PATH: I:\proj\316347.01 - pecan grove east park\10 cadd & bim\10.1 autocad\sheets\L-102 plnt.dwg

DWG: I:\proj\316347.01 - pecan grove east park\10 cadd & bim\10.1 autocad\Sheets\L-102 PLNT.dwg USER: sgonzalez
DATE: Sep 19, 2024 9:14am XREFS: GBS 22x34 BASE-LAND R31634701-JFT01-PECAN GROVE PARK-SHERMAN TX-TOPO-new 1157419-03-03 REV 634701 PROP Base BASE-PLANT

MATCHLINE L-604



NOTES

1. UTILITIES ARE SHOWN PER PLANS. FIELD CONDITIONS MAY VARY. CONTRACTOR TO FIELD VERIFY ALL UTILITIES PRIOR TO COMMENCEMENT OF WORK AND IS RESPONSIBLE TO REPAIR ANY DAMAGE TO UTILITIES AT NO ADDITIONAL COST TO OWNER.

2. REFERENCE SOD NOTES ON SHEET G-200, GENERAL NOTES.

LEGEND

SOD - 495 SY

N

0 20'

Scale: 1" = 20'

HUITT ZOLLARS
5430 LBJ Freeway, Suite 1500, Dallas, Texas 75240-2675

REGISTERED LANDSCAPE ARCHITECT
JOHN C. SCOTT
1976
STATE OF TEXAS

09/20/24

Huitt-Zollars, Inc. - Firm Registration No. F-761

CONSTRUCTION PLANS FOR

PARK IMPROVEMENTS
AT
PECAN GROVE E. PARK

CITY OF SHERMAN, TEXAS

MARK	MM/DD/YY	DESCRIPTION
	09/20/2024	Restroom/Lift Station Remov.

PROJECT NUMBER: R316347.01
DRAWN BY: HZI
CHECKED BY: JCS
PLOT DATE: 9/19/24

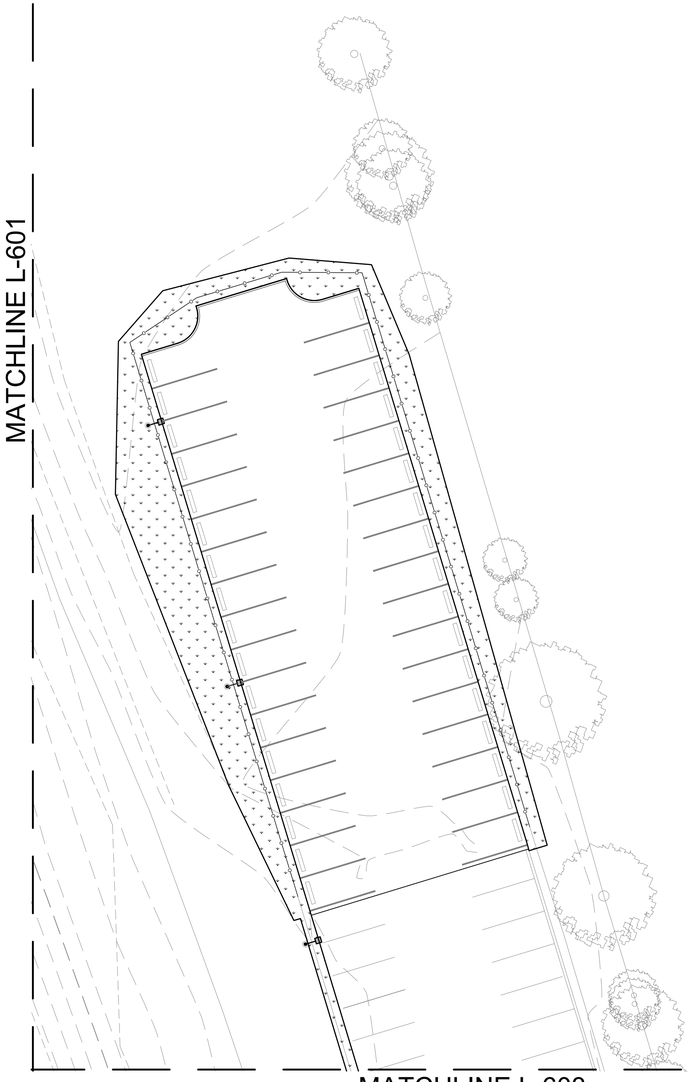
SHEET TITLE

PLANTING PLAN

L-603

DWG: I:\proj\316347.01 - pecan grove east park\10 cadd & bim\10.1 autocad\Sheets\L-102 PLNT.dwg USER: sgonzalez
DATE: Sep 19, 2024 9:14am XREFS: GBS 22x34 BASE-LAND R31634701-JFT01-PECAN GROVE PARK-SHERMAN TX-TOPO-new 1157419-03-03 REV 634701 PROP Base BASE-PLANT

CAD FILE PATH: I:\proj\316347.01 - pecan grove east park\10 cadd & bim\10.1 autocad\sheets\l-102 plnt.dwg



NOTES

1. UTILITIES ARE SHOWN PER PLANS. FIELD CONDITIONS MAY VARY. CONTRACTOR TO FIELD VERIFY ALL UTILITIES PRIOR TO COMMENCEMENT OF WORK AND IS RESPONSIBLE TO REPAIR ANY DAMAGE TO UTILITIES AT NO ADDITIONAL COST TO OWNER.

2. REFERENCE SOD NOTES ON SHEET G-200, GENERAL NOTES.

LEGEND

SOD - 395 SY

PLANT SCHEDULE - PECAN GROVE PARK

QTY	COMMON NAME	BOTANICAL NAME	SIZE	HEIGHT	REMARKS
	Other				
2596	Common Bermuda Sod	Cynodon dactylon	SY		

N

0 20'

Scale: 1" = 20'

HUITT ZOLLARS
5430 LBJ Freeway, Suite 1500, Dallas, Texas 75240-2675

REGISTERED LANDSCAPE ARCHITECT
JOHN C. SCOTT
1976
STATE OF TEXAS

09/20/24

Huitt-Zollars, Inc. - Firm Registration No. F-761

CONSTRUCTION PLANS FOR

PARK IMPROVEMENTS

AT

PECAN GROVE E. PARK

CITY OF SHERMAN, TEXAS

MARK	MM/DD/YY	DESCRIPTION
	09/20/2024	Restroom/Lift Station Remov.

PROJECT NUMBER: R316347.01

DRAWN BY: HZI

CHECKED BY: JCS

PLOT DATE: 9/19/24

SHEET TITLE

PLANTING PLAN

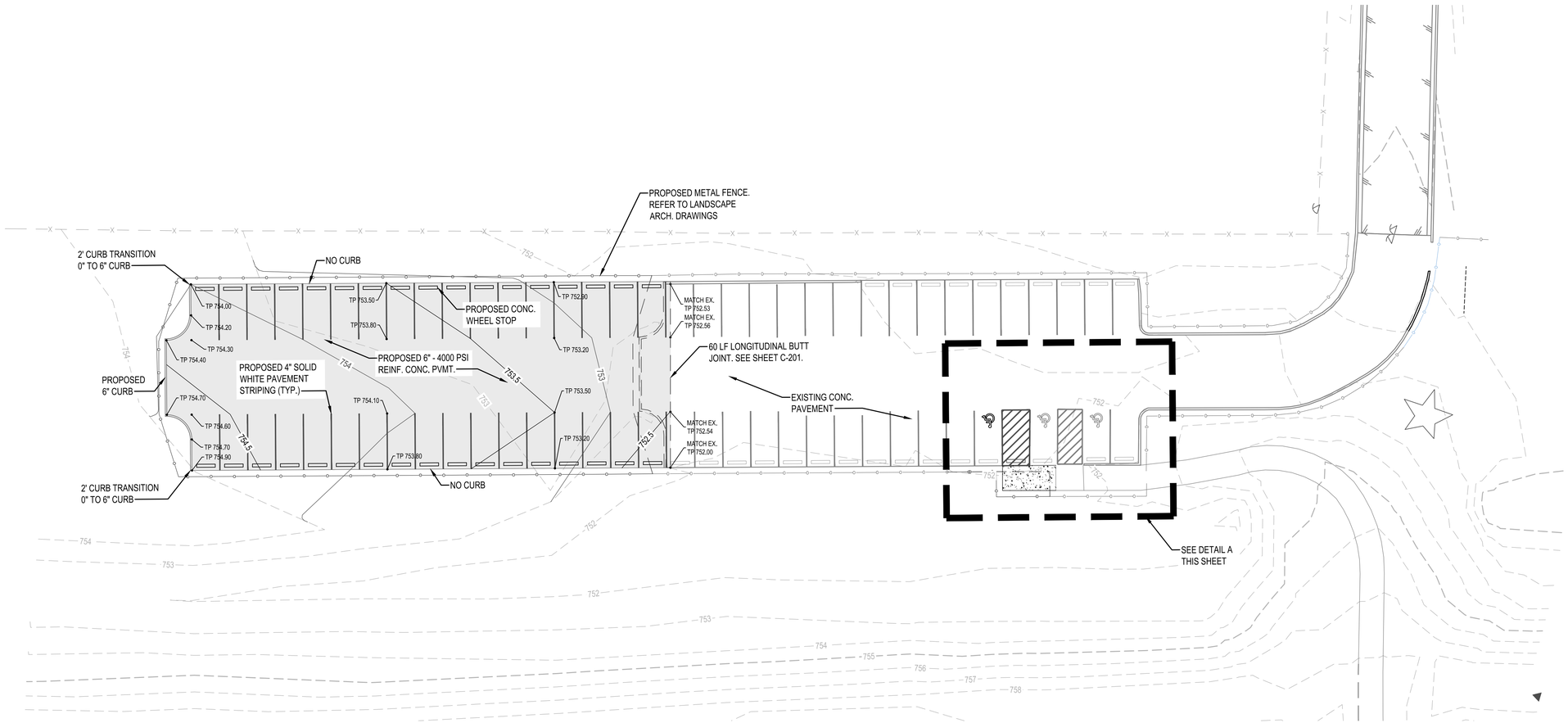
L-604

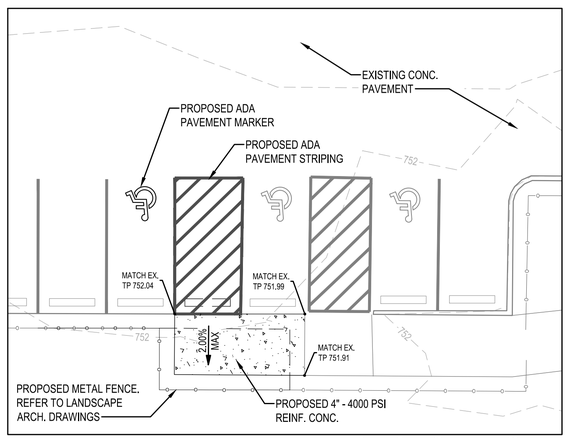
DWG: I:\proj\r316347.01 - pecan grove east park\10 cadd & bim\10.1 autocad\Sheets\L-102 PLNT.dwg USER: sponzalez
DATE: Sep 19, 2024 9:14am XREFS: GBS 22x34 BASE-LAND R31634701.ift01-PECAN GROVE PARK-SHERMAN TX-TOPO-new 1157419-03-03 REV 634701 PROP Base BASE-PLANT

CAD FILE PATH: I:\proj\r316347.01 - pecan grove east park\10 cadd & bim\10.1 autocad\sheets\l-102 plnt.dwg

PLAN NOTES

NOTE	DESCRIPTION
A.	REFER TO CIVIL DETAILS SHEETS C-200 TO C-205





DETAIL A

0 5 10 20

SCALE: 1" = 10'

0 10 20 40

SCALE: 1" = 20'

BENCHMARK #1 N: 7295410.3670 / E: 2533388.9280 ELEV. 758.531 CPRBPC 5/8 RANDOM	BASIS OF HORIZONTAL DATUM: NAD 1983(2011) EPOCH 2010, TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), BASED ON THE ALLTERRA CENTRAL RTK NETWORK. STATE PLANE COORDINATE VALUES HAVE BEEN ADJUSTED TO SURFACE FOR THIS PROJECT USING THE CITY OF SHERMAN ADJUSTMEMT COMBINED SCALE FACTOR OF 1.00010712. TO CONVERT BACK TO STATE PLANE COORDINATES MULTIPLY BY 0.99989577.
BENCHMARK #2 N: 7295150.4340 / E: 2533479.5000 ELEV. 758.835 CPRBPC 5/8 RANDOM	BASIS OF VERTICAL DATUM: CITY OF SHERMAN GEODETIC CONTROL MONUMENT #1-112 ELEV: 786.36'

PAVEMENT LEGEND

SYMBOL	DESCRIPTION
	PROPOSED 6" - 4000 PSI REINFORCED CONCRETE PAVEMENT. SEE SHEET C-200 DETAIL 01.
	PROPOSED 4" - 4000 PSI REINFORCED CONCRETE SIDEWALK; NO. 3 BARS @ 24" O.C. (TRANSVERSE); 18" O.C. (LONGITUDINAL)
	PROPOSED CONCRETE WHEEL STOP
	PROPOSED STRIPING
	EXISTING WHEEL STOP
	EXISTING STRIPING
755	PROPOSED MAJOR CONTOUR
754	PROPOSED MINOR CONTOUR
755	EXISTING MAJOR CONTOUR
754	EXISTING MINOR CONTOUR

HUITT ZOLLARS
5430 LBJ Freeway, Suite 1500, Dallas, Texas 75240-2675

STATE OF TEXAS
KELLEN ROBERTSON
143978
LICENSED PROFESSIONAL ENGINEER
9/18/2024

Huitt-Zollars, Inc. - Firm Registration No. F-761

CONSTRUCTION PLANS FOR

PARK IMPROVEMENTS AT PECAN GROVE E. PARK

CITY OF SHERMAN, TEXAS

MARK	MM/DD/YY	DESCRIPTION
	09/20/2024	Restroom/Lift Station Remov.

PROJECT NUMBER: R316347.01

DRAWN BY: HZI

CHECKED BY: JCS

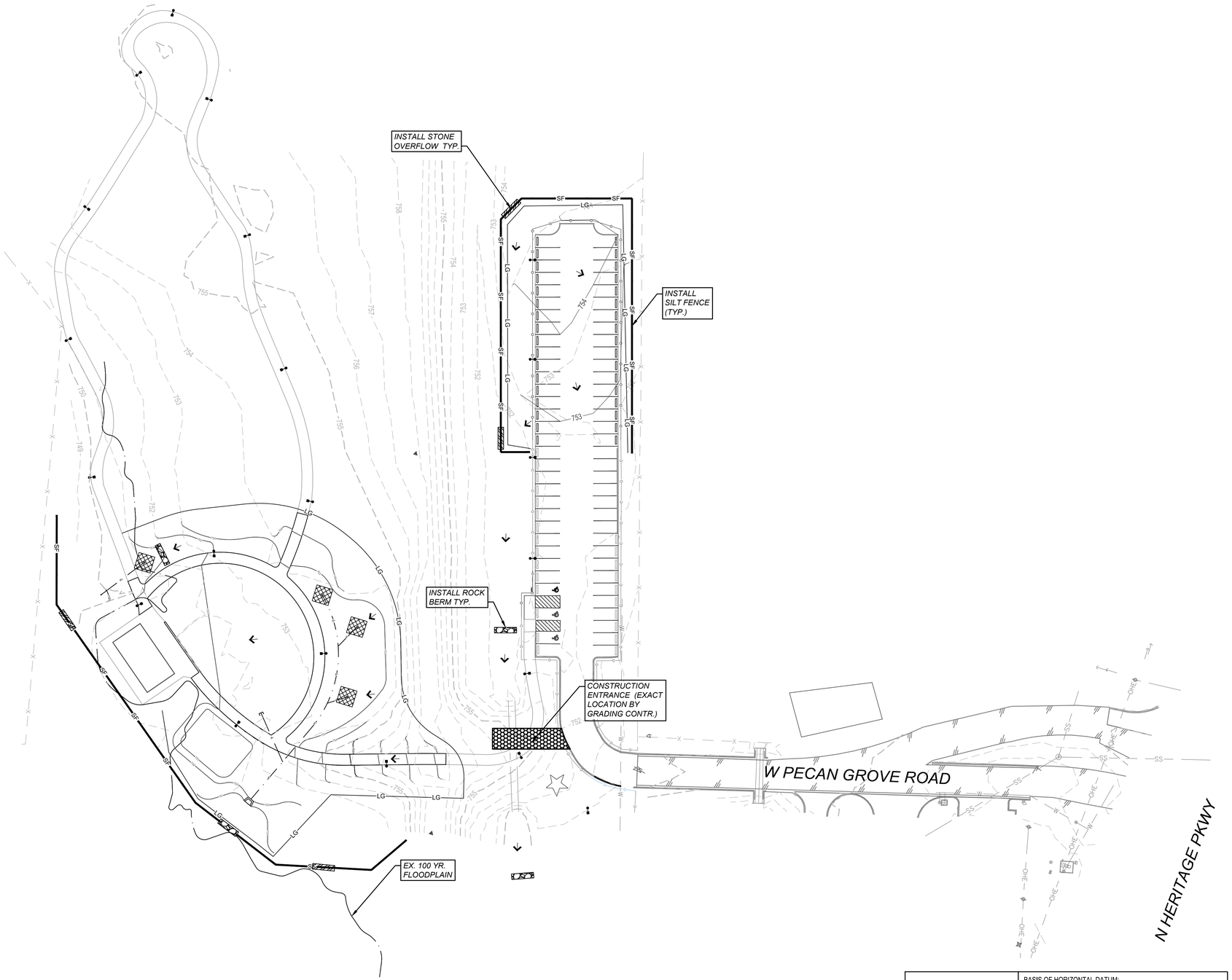
PLOT DATE:

SHEET TITLE

GRADING, PAVING & STRIPING PLAN

C-100

CAD FILE PATH:



PLAN NOTES

NOTE	DESCRIPTION
A.	REFER TO SHEET C-104 FOR EROSION CONTROL DETAILS

BENCHMARK #1 N: 7295410.3670 / E: 2533388.9280 ELEV. 758.531 CPRBPC 5/8 RANDOM	BASIS OF HORIZONTAL DATUM: NAD 1983(2011) EPOCH 2010, TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), BASED ON THE ALLTERRA CENTRAL RTK NETWORK. STATE PLANE COORDINATE VALUES HAVE BEEN ADJUSTED TO SURFACE FOR THIS PROJECT USING THE CITY OF SHERMAN ADJUSTMEMT COMBINED SCALE FACTOR OF 1.00010712. TO CONVERT BACK TO STATE PLANE COORDINATES MULTIPLY BY 0.99989577.
BENCHMARK #2 N: 7295150.4340 / E: 2533479.5000 ELEV. 758.835 CPRBPC 5/8 RANDOM	BASIS OF VERTICAL DATUM: CITY OF SHERMAN GEODETIC CONTROL MONUMENT #1-112 ELEV: 786.36'

EROSION CONTROL LEGEND

SYMBOL	DESCRIPTION
	STABILIZED CONSTRUCTION ENTRACE
SF	SILT FENCE
LG	LIMITS OF GRADING
	SILT FENCE STONE OVERFLOW STRUCTURE
	ROCK BERM
	INLET PROTECTION
	FLOW ARROW

0 20 40 80

SCALE: 1" = 40'

HUITT ZOLLARS
5430 LBJ Freeway, Suite 1500, Dallas, Texas 75240-2675

STATE OF TEXAS
KELLEN ROBERTSON
143978
LICENSED
PROFESSIONAL ENGINEER
5/18/2024

Huitt-Zollars, Inc. - Firm Registration No. F-761

CONSTRUCTION PLANS FOR
PARK IMPROVEMENTS
AT
PECAN GROVE E. PARK
CITY OF SHERMAN, TEXAS

MARK	MM/DD/YY	DESCRIPTION
	09/20/2024	Restroom/Lift Station Remov.

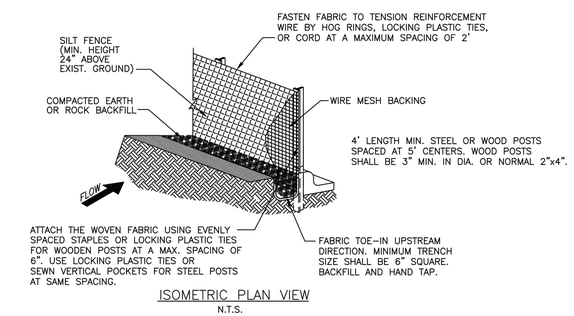
PROJECT NUMBER: R316347.01
DRAWN BY: HZI
CHECKED BY: JCS
PLOT DATE:

SHEET TITLE

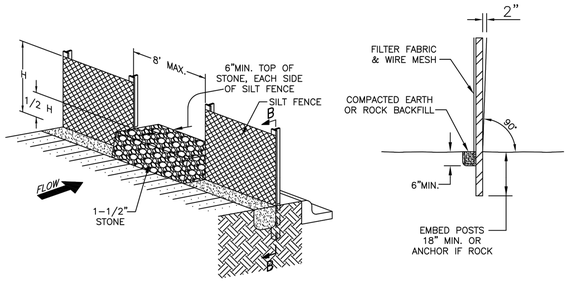
EROSION CONTROL PLAN

C-101

CAD FILE PATH:

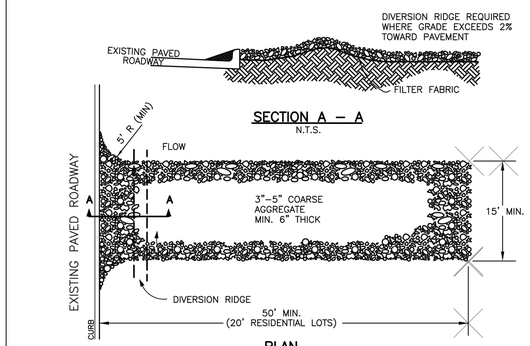


ISOMETRIC PLAN VIEW
N.T.S.



SILT FENCE
STONE OVERFLOW STRUCTURE
N.T.S.

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT	SILT FENCE DETAILS	STANDARD CONSTRUCTION DETAILS EROSION CONTROL		
		DATE: OCTOBER 2013	REVISED DATE: -----	SHEET: SD-EC02

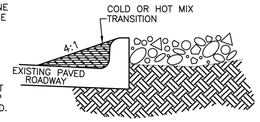


SECTION A – A
N.T.S.

PLAN
N.T.S.

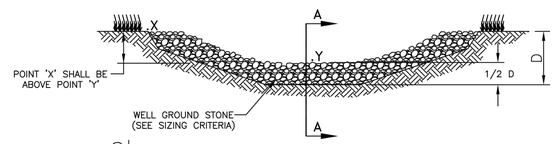
STABILIZED CONSTRUCTION ENTRANCE GENERAL NOTES:

1. WHEN NECESSARY, VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AREA STABILIZED WITH CRUSHED STONE WITH DRAINAGE FLOWING AWAY FROM BOTH THE STREET AND THE STABILIZED ENTRANCE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
2. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PAVED SURFACES. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND. ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO PAVED SURFACES MUST BE REMOVED IMMEDIATELY.
3. THE ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.
4. WHEN SEDIMENT HAS SUBSTANTIALLY CLOGGED THE VOID AREA BETWEEN THE ROCKS, THE AGGREGATE MAT MUST BE WASHED DOWN OR REPLACED. PERIODIC RE-GRADING AND TOP DRESSING WITH ADDITIONAL STONE MUST BE DONE TO KEEP THE EFFICIENCY OF THE ENTRANCE FROM DIMINISHING.

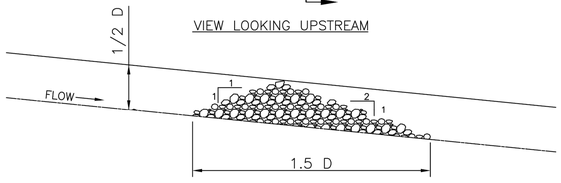


TRANSITION

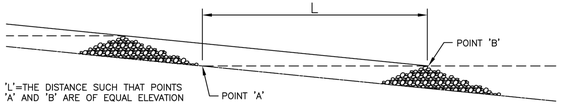
Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT	TEMPORARY STONE CONSTRUCTION ENTRANCE/EXIT	STANDARD CONSTRUCTION DETAILS EROSION CONTROL		
		DATE: OCTOBER 2013	REVISED DATE: -----	SHEET: SD-EC03



VIEW LOOKING UPSTREAM



SECTION 'A–A'



SPACING BETWEEN CHECK DAMS

ROCK CHECK DAM NOTES:

1. STONE SHALL BE WELL GRADED STONE WITH SIZE RANGE FROM 1-1/2 TO 3-1/2 INCHES IN DIAMETER DEPENDING ON EXPECTED FLOWS.
2. THE CHECK DAM SHALL BE INSPECTED AS SPECIFIED IN THE SWPPP AND SHALL BE REPLACED WHEN THE STRUCTURE CEASES TO FUNCTION AS INTENDED DUE TO SILT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC DAMAGE, ETC.
3. WHEN SILT REACHES A DEPTH EQUAL TO ONE-THIRD OF THE HEIGHT OF THE CHECK DAM OR ONE FOOT, WHICHEVER IS LESS, THE SILT SHALL BE REMOVED AND DISPOSED OF PROPERLY.
4. WHEN THE SITE HAS ACHIEVED FINAL STABILIZATION OR ANOTHER EROSION OR SEDIMENT CONTROL DEVICE IS EMPLOYED, THE CHECK DAM AND ACCUMULATED SILT SHALL BE REMOVED AND DISPOSED OF IN AN APPROVED MANNER.

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT	ROCK CHECK DAM	STANDARD CONSTRUCTION DETAILS EROSION CONTROL		
		DATE: OCTOBER 2013	REVISED DATE: -----	SHEET: SD-EC05

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STATE OF TEXAS
KELLEN ROBERTSON
143978
LICENSED
PROFESSIONAL ENGINEER
9/18/2024

Huitt-Zollars, Inc. - Firm Registration No. F-761

CONSTRUCTION PLANS FOR
PARK IMPROVEMENTS
AT
PECAN GROVE E. PARK
CITY OF SHERMAN, TEXAS

MARK	MM/DD/YY	DESCRIPTION
	09/20/2024	Restroom/Lift Station Remov.

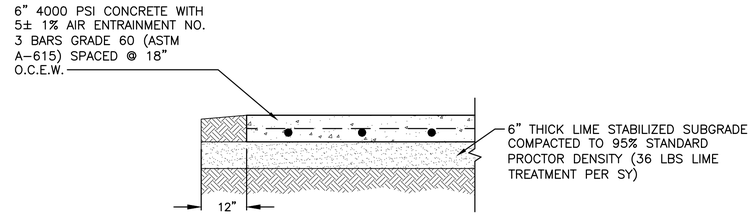
PROJECT NUMBER: R316347.01
DRAWN BY: HZI
CHECKED BY: JCS
PLOT DATE:

SHEET TITLE

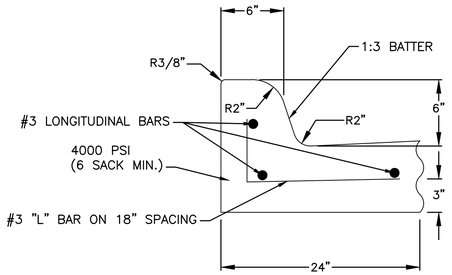
EROSION CONTROL DETAILS

C-102

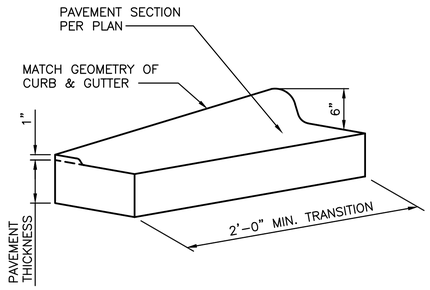
CAD FILE PATH:



01 CONCRETE PAVEMENT SECTION
NOT TO SCALE



02 INTEGRAL CURB AND GUTTER DETAIL
NOT TO SCALE



03 CURB TRANSITION DETAIL
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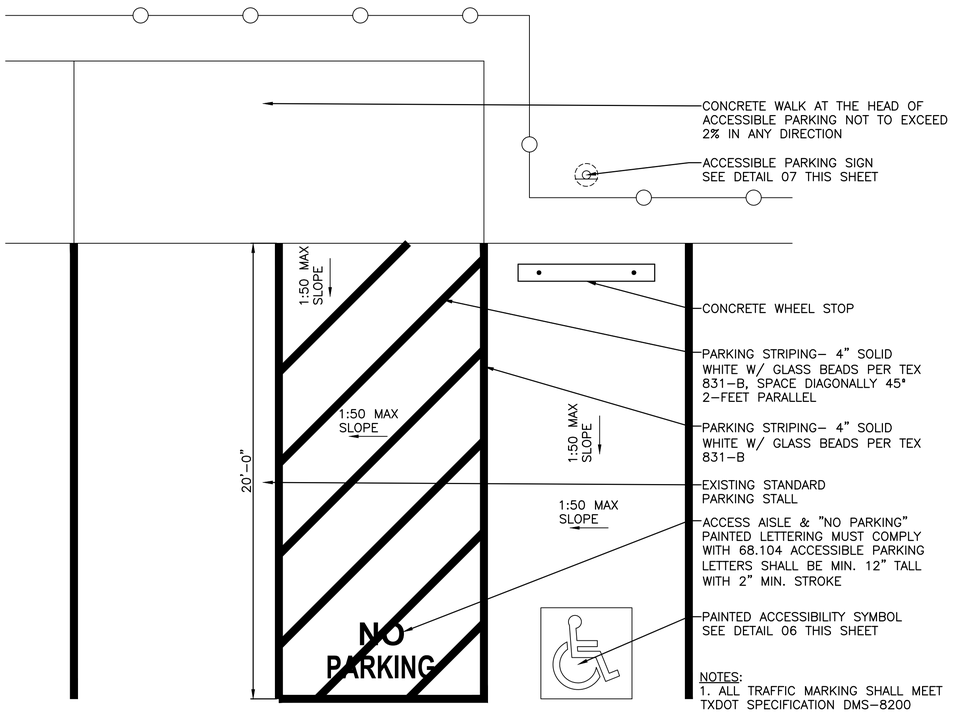
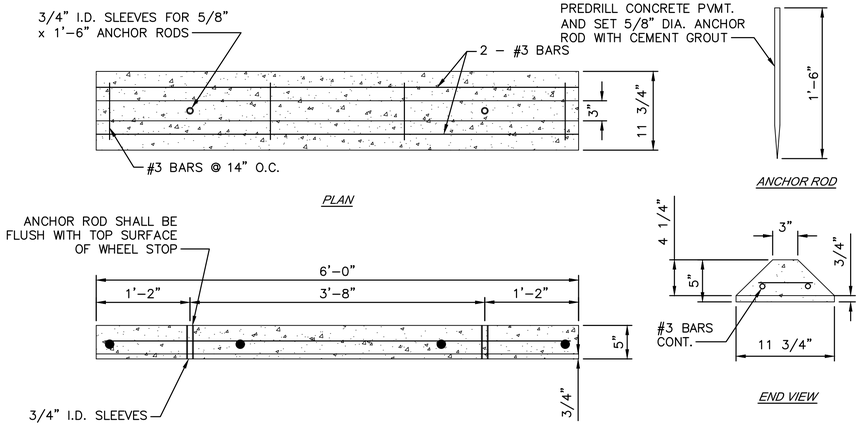


04 VAN ACCESSIBLE PARKING
NOT TO SCALE



05 WHEEL STOP DETAIL
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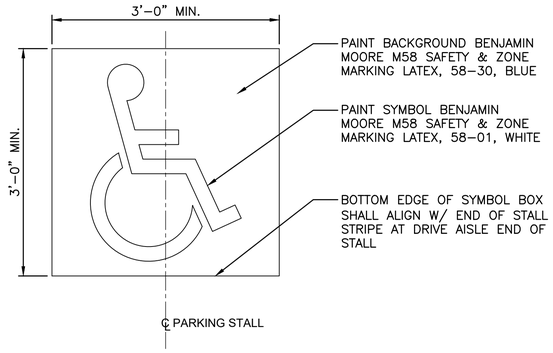
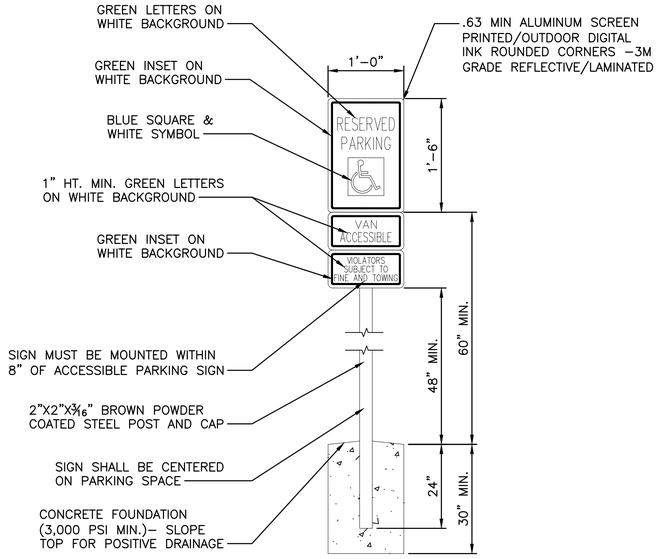


06 PAINTED ACCESSIBILITY SYMBOL
NOT TO SCALE



07 VAN ACCESSIBLE PARKING SIGN
NOT TO SCALE

HUITT ZOLLARS
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STATE OF TEXAS
KELLEN ROBERTSON
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LICENSED
PROFESSIONAL ENGINEER
9/18/2024

Huitt-Zollars, Inc. - Firm Registration No. F-761

CONSTRUCTION PLANS FOR
PARK IMPROVEMENTS
AT
PECAN GROVE E. PARK
CITY OF SHERMAN, TEXAS

MARK	MM/DD/YY	DESCRIPTION
	09/20/2024	Restroom/Lift Station Remov.

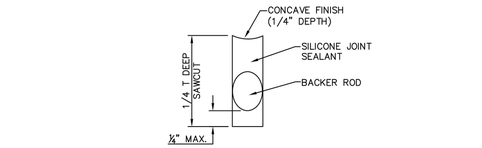
PROJECT NUMBER: R316347.01
DRAWN BY: HZI
CHECKED BY: JCS
PLOT DATE:

SHEET TITLE

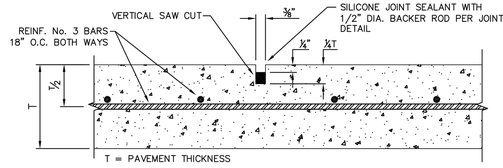
CONSTRUCTION DETAILS

C-200

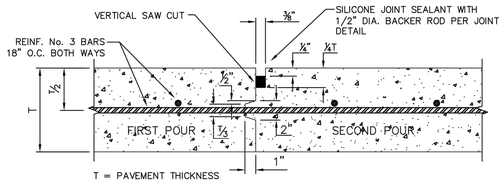
CAD FILE PATH:



JOINT DETAIL
NTS



SAWED DUMMY JOINTS
NTS

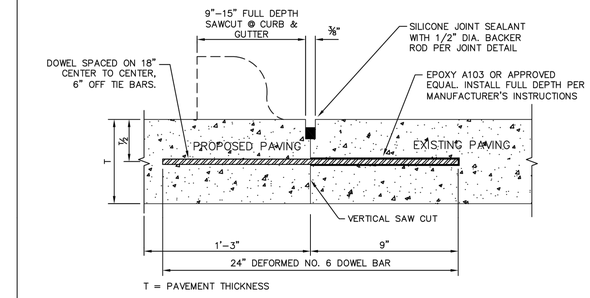


NOTE:
CONTRACTOR SHALL PROTECT KEYWAY PRIOR TO SECOND POUR. IF LONGITUDINAL KEYWAY IS DAMAGED, CONTRACTOR SHALL REPAIR WITH THE USE OF LONGITUDINAL BUTT JOINT. DRILL AND EPOXY DOWELS INTO FIRST POUR.

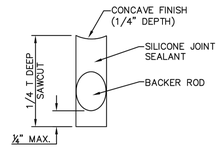
CONSTRUCTION JOINTS FOR PAVEMENT
NTS

TRANSVERSE AND LONGITUDINAL JOINTS

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT	JOINT DETAILS	STANDARD CONSTRUCTION DETAILS PAVING		
		DATE: OCTOBER 2013	REVISED DATE: -----	SHEET: SD-P18



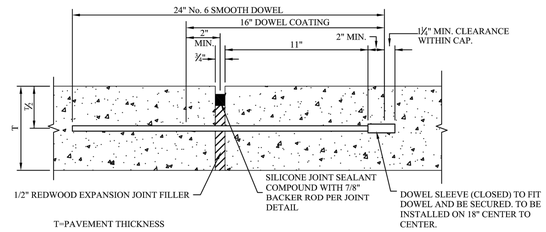
NOTES:
1. NO. 5 DEFORMED DOWEL BAR MAY BE USED IN 6-INCH PAVEMENT.
2. LONGITUDINAL BUTT CONSTRUCTION MAY BE UTILIZED IN PLACE OF LONGITUDINAL HINGED (KEYWAY) JOINT AT CONTRACTORS OPTION.
3. DOWEL BARS SHALL BE DRILLED INTO PAVEMENT HORIZONTALLY BY USE OF A MECHANICAL RIG.
4. DRILLING BY HAND IS NOT ACCEPTABLE, PUSHING DOWEL BARS INTO GREEN CONCRETE IS NOT ACCEPTABLE.
5. SAWCUT WATER SHALL BE VACUUMED AND DISPOSED OF PROPERLY
6. NO SAWCUT SHAL BE WITHIN 30" OF AN EXISTING JOINT, OTHERWISE REMOVE PAVEMENT TO NEAREST JOINT.



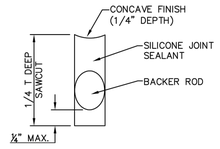
JOINT DETAIL
NTS

LONGITUDINAL BUTT JOINT
NTS

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT	LONGITUDINAL BUTT JOINT	STANDARD CONSTRUCTION DETAILS PAVING		
		DATE: OCTOBER 2013	REVISED DATE: -----	SHEET: SD-P19



NOTES:
1. DOWELS AND REINFORCING BARS SHALL BE SUPPORTED BY AN APPROVED DEVICE AND MUST BE TIED OR CHAIRED ON EACH SIDE.
2. DOWELS MUST BE PERPENDICULAR TO FACE OF CONCRETE.
3. NO. 5 SMOOTH DOWEL BARS MAY BE USED IN 6" PAVEMENT.
4. TRANSVERSE EXPANSION JOINTS SHALL HAVE A MAXIMUM SPACING OF 600-FT.
5. TRANSVERSE EXPANSION JOINTS SHALL BE LOCATED AT INTERSECTIONS.



JOINT DETAIL
NTS

TRANSVERSE EXPANSION JOINT
NTS

Sherman CLASSIC TOWN. BROAD HORIZON. ENGINEERING DEPARTMENT	TRANSVERSE EXPANSION JOINT	STANDARD CONSTRUCTION DETAILS PAVING		
		DATE: OCTOBER 2013	REVISED DATE: -----	SHEET: SD-P20

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9/18/2024

Huitt-Zollars, Inc. - Firm Registration No. F-761

CONSTRUCTION PLANS FOR
PARK IMPROVEMENTS
AT
PECAN GROVE E. PARK
CITY OF SHERMAN, TEXAS

MARK	MM/DD/YY	DESCRIPTION
	09/20/2024	Restroom/Lift Station Remov.

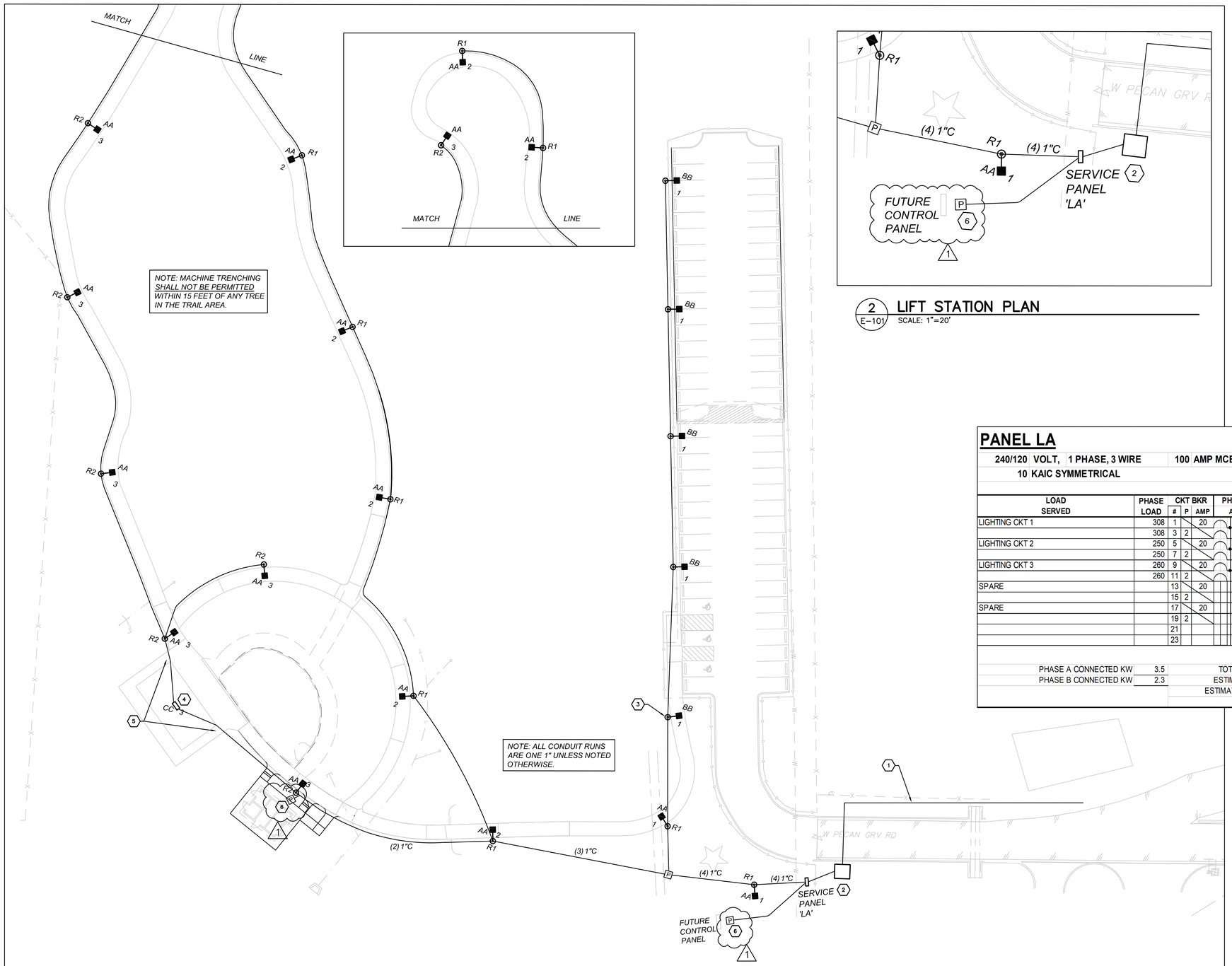
PROJECT NUMBER: R316347.01
DRAWN BY: HZI
CHECKED BY: JCS
PLOT DATE:

SHEET TITLE

CONSTRUCTION DETAILS

C-201

CAD FILE PATH:



1 E–101 **ELECTRICAL SITE PLAN**
SCALE: 1"=30'

2 E–101 **LIFT STATION PLAN**
SCALE: 1"=20'

PLAN KEY NOTES (X)

NOTE	DESCRIPTION
1.	2-4" PVC, CONCRETED-ENCASED, 42" DEEP. ROUTE TO UTILITY POLE. COORDINATE WITH ONCOR FOR POLE LOCATION.
2.	PROPOSED UTILITY PADMOUNT TRANSFORMER . PROVIDE TRANSFORMER PAD PER DETAILS SHEET E-501.
3.	LIGHTING POLE, TYPICAL. SEE DETAIL 2, E-501 FOR FOUNDATION DETAIL.
4.	SUSPEND FIXTURE 3'-6" BELOW CENTER ROOF STRUCTURE.
5.	SAW CUT PAVEMENT TO CANOPY COLUMN. ROUTE CIRCUIT UP ON COLUMN IN RIGID STEEL CONDUIT.
6.	18"x24" PULL BOX.

LEGEND

SYMBOL	DESCRIPTION
———	PROPOSED POWER/LIGHTING CIRCUITS
AA 1	PROPOSED LIGHTING POLE (LETTER DENOTES FIXTURE TYPE; NUMBER DENOTES CIRCUIT)
R1	RECEPTACLE CIRCUIT 1 (ROUTED WITH LIGHTING)
R2	RECEPTACLE CIRCUIT 2 (ROUTED WITH LIGHTING)
P	PROPOSED ELECTRICAL PULL BOX

PANEL LA

240/120 VOLT, 1 PHASE, 3 WIRE | 100 AMP MCB | NEMA 3R ENCLOSURE
10 KAIC SYMMETRICAL | SERVICE ENTRANCE RATED

LOAD SERVED	PHASE LOAD	CKT BKR #	P	AMP	PHASE A B	CKT BKR AMP	P	#	PHASE LOAD	LOAD SERVED
LIGHTING CKT 1	308	1		20		20	1	2	1,500	RECEPTACLE CKT 1
	308	3	2			20	1	4	1,500	RECEPTACLE CKT 2
LIGHTING CKT 2	250	5		20		60		6		RESTROOM (FUTURE)
	250	7	2				2	8		
LIGHTING CKT 3	260	9		20		50		10		LIFT STATION (FUTURE)
	260	11	2				2	12		
SPARE		13		20		20	1	14	1,200	BATTERY CHARGER
		15	2			20	1	16		SPARE
SPARE		17		20		20	1	18		SPARE
		19	2			20	1	20		SPARE
		21				20	1	22		SPARE
		23				20	1	24		SPARE

PHASE A CONNECTED KW	3.5	TOTAL CONNECTED KW	6
PHASE B CONNECTED KW	2.3	ESTIMATED DEMAND KW	6
		ESTIMATED DEMAND AMPS	26

0 10 20 40 80
SCALE: 1" = 40'

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Firm Registration No. F-761

CONSTRUCTION PLANS FOR
PARK IMPROVEMENTS
AT
PECAN GROVE E. PARK
CITY OF SHERMAN, TEXAS

MARK	MM/DD/YY	DESCRIPTION
1	09/20/2024	Restroom/Lift Station Remov.

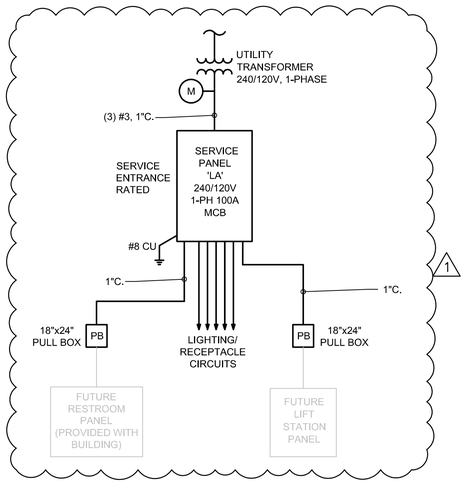
PROJECT NUMBER: R316347.01
DRAWN BY: SPP
CHECKED BY: JCS
PLOT DATE:

SHEET TITLE

ELECTRICAL SITE PLAN

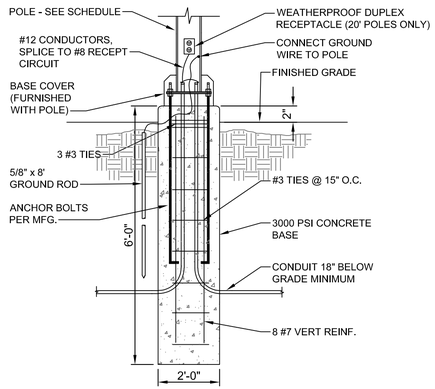
E-101

CAD FILE PATH:



1 E-501 ELECTRICAL RISER DIAGRAM

SCALE: NO SCALE



2 E-501 POLE BASE DETAIL

SCALE: NO SCALE

LIGHT FIXTURE SCHEDULE

TYPE	DESCRIPTION/MODEL	CCT	MANUFACTURER	REMARKS
AA	LED AREA LUMINAIRE/ DSX0 LED P3 30K 70CRI T2M MVOLT RPA PER DDBXD	3000 K	LITHONIA LIGHTING	PROVIDE PHOTOCELL DLL127F 1.5 JU SEE NOTE 1 FOR POLE
BB	LED AREA LUMINAIRE/ DSX0 LED P4 30K 70CRI T2M MVOLT RPA PER DDBXD	3000 K	LITHONIA LIGHTING	PROVIDE PHOTOCELL DLL127F 1.5 JU SEE NOTE 2 FOR POLE
CC	LED SURFACE CANOPY FIXTURE/ DSXSC LED 10C 700 30K T5R 240 PIR FURNISH WITH MOTION/AMBIENT LIGHT SENSOR	3000 K	LITHONIA LIGHTING	SUSPEND FROM UPPER ROOF STRUCTURE OF CANOPY

NOTES:
1. PROVIDE 20' POLE, LITHONIA MODEL RSS 20 DM19AS STLHHC TP DDBXD. SEE NOTE 3.
2. PROVIDE 30' POLE, LITHONIA MODEL RSS 30 DM19AS STLHHC TP DDBXD.
3. 20' POLES SHALL BE FURNISHED WITH PROVISIONS FOR INSTALLING A SINGLE-GANG BOX WITH WEATHERPROOF DUPLEX RECEPTACLE. ORIENT ON OPPOSITE SIDE FROM FIXTURE.

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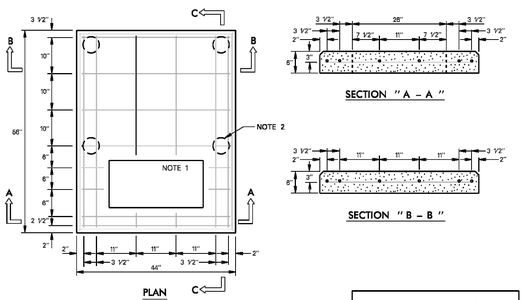
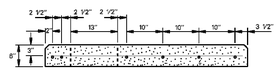


PLAN

SECTION "A – A"

SECTION "B – B"



SECTION "C – C"

REINFORCING SCHEDULE		
NUMBER OF #3 BARS	LENGTH	WEIGHT (LBS)
4	53"	7.02
2	33"	2.13
2	4"	.19
6	41"	7.71
4	6"	.75

.28 CU YARDS CONCRETE
TOTAL WEIGHT OF PAD 1,160 LBS

NOTES:
1. SEE DETAIL SHEET 13 FOR LOCATIONS OF CONDUITS AND GROUND ROD AND OTHER APPLICABLE NOTES.
2. PIERS ARE REQUIRED ON ALL PADS UNLESS WAIVED BY THE COMPANY INSPECTOR. OBTAIN PIER DETAILS FROM ONCOR IF NEEDED.
3. ALL STEEL TO BE A MINIMUM OF 1 1/2" FROM SURFACE OF CONCRETE.
4. ALL CHAMFERS TO BE 1-1/2" x 45 DEGREES. ROUNDING OF EDGES WITH ROUNDING TROWEL IS ACCEPTABLE IN LIEU OF CHAMFERING.
5. CONSULT COMPANY REPRESENTATIVE FOR APPROVED PREFABRICATED PADS.
6. SEE DETAIL SHEET 21 FOR GENERAL NOTES.

ONCOR

POURED IN PLACE PAD FOR SINGLE PHASE TRANSFORMERS

DDS–4 UG DETAIL SHEET 12 OF 57

03 – 10

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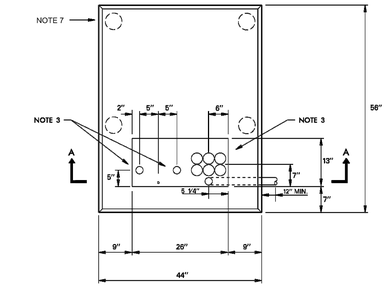

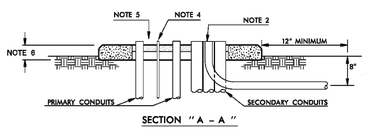

SECTION "A – A"

NOTES:
1. CONSULT COMPANY REPRESENTATIVE FOR (1) NUMBER, SIZE AND LOCATION OF CONDUITS IN PAD WINDOW AND (2) WHETHER DESIGN IS TYPE I OR TYPE II CONDUIT ARRANGEMENT.
2. NO MORE THAT 8 - 2 INCH, 6 - 3 INCH, OR 4 - 4 INCH CONDUITS INCLUDING SPARES SHALL BE PLACED IN THE SECONDARY SIDE OF PAD WINDOW.
3. REFERENCE DETAIL SHEET 9 FOR BEND RADIUS FOR ALL HORIZONTAL AND VERTICAL CONDUIT BENDS.
4. GROUND ROD TO BE OBTAINED AND INSTALLED BY CONTRACTOR. INSTALLATION DEPTH SHALL BE 7'-6".
5. GROUT WINDOW AFTER CONDUIT PLACEMENT.
6. THIS DIMENSION IS 6 INCHES FOR PRECAST CONCRETE PAD AND 4 INCHES FOR POLYMER CONCRETE PAD.
7. PIERS ARE REQUIRED ON ALL PADS UNLESS WAIVED BY COMPANY INSPECTOR. REFERENCE DETAIL SHEET 17 FOR PIER DETAIL.

ONCOR

TRANSFORMER PAD– PRECAST SINGLE PHASE DEADFRONT TYPE I

DDS–4 UG DETAIL SHEET 13 OF 57

03 – 10

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1. CONTACT COMPANY REPRESENTATIVE FOR PAD SIZE AND NUMBER AND LOCATION OF PRIMARY AND SECONDARY CONDUITS.
2. REFERENCE DETAIL SHEET 9 FOR BEND RADIUS FOR ALL HORIZONTAL AND VERTICAL CONDUIT BENDS.
3. GROUND RODS TO BE OBTAINED AND INSTALLED BY CONTRACTOR. INSTALLATION DEPTH SHALL BE 7' – 6". REFERENCE DETAIL SHEETS FOR SIZE.
4. REFERENCE DETAIL SHEET 16 FOR LOCATION OF FOREIGN UTILITY EQUIPMENT GROUND.
5. REFER TO DETAIL SHEETS 51, 52, 53 & 54 FOR MINIMUM CLEARANCES FROM SURROUNDING OBJECTS.
6. PIERS ARE REQUIRED ON ALL SINGLE PHASE TRANSFORMER PADS UNLESS WAIVED BY THE COMPANY INSPECTOR. REFERENCE DETAIL SHEET 17 FOR PIER DETAIL FOR SINGLE PHASE PADS.
7. BEAMS SHALL BE INSTALLED ON ALL THREE PHASE TRANSFORMER PADS SET IN UNSTABLE SOILS AND IN AREAS WHERE DRAINAGE COULD CAUSE SOIL UNDER THE PAD TO WASH OUT. THE DEPTH OF BEAMS SHALL BE AS SHOWN OR TO ROCK. IF ROCK IS ENCOUNTERED WITHIN THREE INCHES OF SURFACE, BEAMS ARE NOT REQUIRED.
8. PIERS ARE REQUIRED ON ALL THREE PHASE TRANSFORMER PADS AND ON ALL SWITCHGEAR PADS UNLESS WAIVED BY THE COMPANY INSPECTOR. REFERENCE DETAIL SHEETS 22 AND 23 FOR PIERS FOR THREE PHASE TRANSFORMER AND SWITCHGEAR PADS.
9. REINFORCING STEEL SHALL CONFORM TO ASTM A 615 AND SHALL BE DEFORMED, INTERMEDIATE GRADE (GRADE 60). ALL REINFORCING STEEL SHALL BE CLEANED OF ALL COATINGS THAT ADVERSLY AFFECT BONDING CAPACITY. ALL REINFORCING STEEL SHALL BE ACCURATELY POSITIONED AND RIGIDLY HELD IN PLACE DURING POURING.
10. ALL REINFORCING STEEL SHALL HAVE A 3 INCH CLEARANCE FROM THE BOTTOM. THERE SHALL BE A 3 INCH CLEARANCE FROM SIDES TO STEEL RUNNING PARALLEL THEREOF. THERE SHALL BE A 2 INCH CLEARANCE FROM END OF STEEL TO SIDES AND WINDOW.
11. OUTER SURFACE EDGES OF PADS TO BE CHAMFERED 1 1/2" x 45 DEGREES. ROUNDING OF EDGES WITH A ROUNDING TROWEL IS ACCEPTABLE IN LIEU OF CHAMFERING.
12. TAMP ALL DISTURBED SOIL UNDERNEATH PAD TO 95% COMPACTION AS PER ASTM D 698.
13. CONCRETE SHALL CONFORM TO ASTM C 150 FOR TYPE I OR TYPE III HIGH EARLY. CONCRETE SHALL BE PROPORTIONED TO PRODUCE A COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS. CONCRETE SLUMP SHALL BE 3– 4 INCHES.
14. AGGREGATES SHALL CONFORM TO ASTM C 33 AND SHALL BE CLEAN AND FREE FROM DELETERIOUS AMOUNTS OF ACIDS, ALKALIS, ORGANIC MATTER OR OTHER FOREIGN SUBSTANCES. THE MAXIMUM AGGREGATE SIZE SHALL NOT EXCEED 3/4 INCH.
15. MIXING WATER SHALL BE CLEAN AND FREE FROM OILS, ACIDS, ALKALIS, SALTS, ORGANIC MATERIALS OR OTHER SUBSTANCES THAT MAY BE DELETERIOUS TO CONCRETE OR STEEL.
16. NO ADMIXTURES WILL BE PERMITTED WITHOUT THE APPROVAL FROM THE COMPANY.
17. CONCRETE MAY BE MIXED ON THE JOB OR READY MIX CONCRETE MAY BE USED.
18. FOR CONCRETE MIXED ON THE JOB, A MIXER WITH A MINIMUM TWO (2) SACK CAPACITY SHALL BE USED. CEMENT AND AGGREGATES SHALL BE PROPORTIONED ON CALIBRATED SCALES. WATER FOR MIXING SHALL BE ACCURATELY MEASURED. ALL CONCRETE SHALL BE PLACED WITHIN ONE HOUR AFTER MIXING.
19. IF READY MIXED CONCRETE IS USED, THE DRIVER OF EACH TRUCK SHALL FURNISH A TICKET SHOWING THE TIME THE TRUCK WAS LOADED AT THE BATCH PLANT. ANY TRUCK WHICH HAS NOT DISCHARGED ITS COMPLETE LOAD ONE HOUR AND THIRTY MINUTES AFTER LOADING SHALL BE REJECTED UNLESS A RETARDANT, APPROVED BY THE COMPANY, HAS BEEN ADDED TO THE CONCRETE AT THE TIME OF BATCHING. READY MIXED CONCRETE SHALL CONFORM TO ASTM C 94.

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GENERAL NOTES FOR POURED IN PLACE CONCRETE PAD

DDS–4 UG DETAIL SHEET 21 OF 57

03 – 10

HUITT HZ ZOLLARS
5430 LBJ Freeway, Suite 1500, Dallas, Texas 75240-2675

SCOTT P. PARMA
75690
LICENSED
PROFESSIONAL ENGINEER
STATE OF TEXAS
9/20/2024

Huitt-Zollars, Inc.
Firm Registration No. F-761

CONSTRUCTION PLANS FOR

PARK IMPROVEMENTS AT PECAN GROVE E. PARK

CITY OF SHERMAN, TEXAS

MARK	MM/DD/YY	DESCRIPTION
1	09/20/2024	Restroom/Lift Station Remov.

PROJECT NUMBER: R316347.01

DRAWN BY: SPP

CHECKED BY: JCS

PLOT DATE:

SHEET TITLE

ELECTRICAL ONE-LINE / DETAILS

E-501

CAD FILE PATH:

PROJECT MANUAL

FOR

Pecan Grove East Park

Sherman, Texas
HZ Job #31-6347-01

for the

City of Sherman, Texas
Parks & Recreation Department
Glennie O Ham Community Center
1002 N. Music Street
Sherman, Texas 75090

REV September 20, 2024

By

HUITT-ZOLLARS
1800 Teague Drive
Suite 100
Sherman, Texas 75090
(903) 328-2090

Firm F-761

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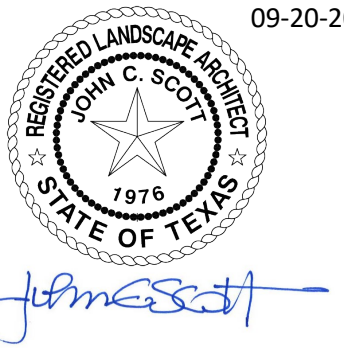
DIVISION 32-EXTERIOR IMPROVEMENTS

334600	Sub-Drainage

Geotechnical Investigations Report

09-20-2024



Landscape Architect
Huitt-Zollars, Inc.
1800 Teague Drive, Suite 100
Sherman, TX 75090
214.871.3311

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Work covered by the Contract Documents.
2. Type of the Contract.
3. Work phases.
4. Work under other contracts.
5. Products ordered in advance.
6. City-furnished products.
7. Use of premises.
8. City's occupancy requirements.
9. Work restrictions.
10. Specification formats and conventions.

B. Related Sections include the following:

1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of City's facilities.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification: Pecan Grove Park East – Playground (playground structure, playground surfacing, playground drainage and playground installation by Whirlix), Parking Lot Expansion & Trail Lighting Improvements

1. Project Location: 2300 Pecan Grove Road, Sherman, Texas 75090

B. City: City of Sherman, Texas – Parks & Recreation Department - Sherman, Texas

1. City's Representative: Theresa Hutchinson

C. Landscape Architect/Engineer: Huitt-Zollars, Inc.

D. Contractor: TBD by bidding process

E. Construction Manager: City of Sherman, Texas – Parks & Recreation Department

F. Project Coordinator: Theresa Hutchinson has been appointed by the City of Sherman, Texas to serve as Project Coordinator. The City of Sherman and Mrs. Hutchinson retain the right to appoint and/or delegate representation to serve in their absence.

G. The Work consists of the following:

1. The Work includes: selective site demolition and haul away, erosion control measures, tree protection/preservation, new playground improvements (playground structure, playground surfacing, playground installation and playground drainage by Whirlix), concrete playground edge, parking lot expansion, parking guard railing expansion, landscape sub-surface drainage and outfall structures, concrete patios, concrete walks, concrete trails, park areas, trail areas and parking lot lighting, lighting concrete piers, lighting trenching, electrical service for lighting, barrier free ramp expansion, landscape (sod replacement only), irrigation (temporary watering only for establishment), mass grading, fine grading and grading for drainage, site clearing and demolition and all other systems, parts and appurtenances detailed in the construction documents and technical specifications.

1.4 TYPE OF CONTRACT

A. Project will be constructed under a single prime contract.

1.5 WORK PHASES

The Work shall be conducted in (1) one phase.

1. Work of this phase shall be substantially complete and ready for occupancy within (270) two hundred and seventy days after the Notice to Proceed.

B. Before commencing Work of each phase, submit a schedule showing the sequence, commencement and completion dates, and move-in and -out dates of City's personnel for all phases of the Work.

1.6 WORK UNDER OTHER CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.

1.7 PRODUCTS ORDERED IN ADVANCE

A. General: None.

1.8 CITY-FURNISHED PRODUCTS

A. City of Sherman will furnish and install the Whirlix playground; coordinate with city contracted subcontractors during construction operations.

1.9 USE OF PREMISES

A. General: Contractor shall have limited use of premises for construction operations as dictated by the Contract limits and as approved by the City.

B. Use of Site: Limit use of premises to areas within the Contract limits as indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Confine constructions operations to land areas and street portions affected by construction operations only.

a. Limit site disturbance, including earthwork and clearing of vegetation, to 10 feet beyond median perimeter; 5 feet beyond surface walkways, patios, surface parking, and utilities less than 12 inches in diameter; 15 feet beyond primary roadway curbs and main utility branch trenches; and 25 feet beyond constructed areas with permeable surfaces (such as pervious paving areas, stormwater detention facilities, and playing fields) that require additional staging areas in order to limit compaction in the constructed area.

City Occupancy: Allow for City occupancy of Project site.

2. Driveways and Entrances: Keep driveways, reserved lots, open lots, parking garage, loading areas, and entrances serving premises clear and available to City, City's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

a. Schedule deliveries to minimize use of driveways and entrances.
b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.10 CITY'S OCCUPANCY REQUIREMENTS

A. Full City Occupancy: City will occupy site during entire construction period. Cooperate with City during construction operations to minimize conflicts and facilitate City usage. Perform the Work so as not to interfere with City's day-to-day operations. Maintain existing exits, unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from City and authorities having jurisdiction.
2. Provide not less than 72 hours' notice to City of activities that will affect City's operations.

B. City Occupancy of Completed Areas of Construction: City reserves the right to occupy and to place and install equipment in completed areas of the site, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.

1. Project Coordinator will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before City occupancy.
2. Obtain a Certificate of Occupancy from authorities having jurisdiction before City occupancy.
3. Before partial City occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, City will operate and maintain mechanical and electrical systems serving occupied portions of building.
4. On occupancy, City will assume responsibility for maintenance service for occupied portions of park facility.

1.11 WORK RESTRICTIONS

A. On-Site Work Hours: Work shall be generally performed inside the work site during normal business working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except otherwise indicated.

1. Weekend Hours: Work only from 8:00 a.m. to 3 p.m.
2. Early Morning Hours: No work shall start until 8:00 a.m.
3. Hours for Utility Shutdowns: None

B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by City or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify City not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without City's written permission.

1.12 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.

1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.

B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

    a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.13 MISCELLANEOUS PROVISIONS

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. Coordination Drawings.
2. Administrative and supervisory personnel.
3. Project meetings.
4. Requests for Interpretation (RFI's).

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.

C. Related Sections include the following:

1. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
2. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 COORDINATION

A. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for City and separate contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Pre-installation conferences.
7. Startup and adjustment of systems.
8. Project closeout activities.

D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as City's property.

1.5 SUBMITTALS

A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:

a. Indicate functional and spatial relationships of components of architectural, landscape architectural, structural, civil, mechanical, and electrical systems.
b. Indicate required installation sequences.
c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Project Coordinator for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

2. Sheet Size: At least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
3. Number of Copies: Submit two opaque copies of each submittal. Project Coordinator will return one copy.

    a. Submit five copies where Coordination Drawings are required for operation and maintenance manuals. Project Coordinator and Construction Manager will retain two copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.

4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.

B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1.6 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

1. Include special personnel required for coordination of operations with other contractors.

1.7 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify City of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including City, and Project Coordinator within three days of the meeting.

B. Pre-construction Conference: Schedule a pre-construction conference before starting construction, at a time convenient to City, Project Coordinator, and Construction Manager but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Authorized representatives of City, Construction Manager, and Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.

2. Agenda: Discuss items of significance that could affect progress, including the following:

    a. Tentative construction schedule.
    b. Phasing.
    c. Critical work sequencing and long-lead items.
    d. Designation of key personnel and their duties.
    e. Procedures for processing field decisions and Change Orders.
    f. Procedures for RFIs.
    g. Procedures for testing and inspecting.
    h. Procedures for processing Applications for Payment.
    i. Distribution of the Contract Documents.
    j. Submittal procedures.
    k. Preparation of Record Documents.
    l. Use of the premises and existing building.
    m. Work restrictions.
    n. City's occupancy requirements.
    o. Responsibility for temporary facilities and controls.
    p. Construction waste management and recycling.
    q. Parking availability.
    r. Office, work, and storage areas.
    s. Equipment deliveries and priorities.
    t. First aid.
    u. Security.
    v. Progress cleaning.
    w. Working hours.

3. Minutes: Record and distribute meeting minutes.

C. Pre-installation Conferences: Conduct a pre-installation conference at the Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Project Coordinator and Construction Manager of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:

    a. The Contract Documents.
    b. Options.
    c. Related RFIs.
    d. Related Change Orders.
    e. Purchases.
    f. Deliveries.
    g. Submittals.
    h. Review of mockups.
    i. Possible conflicts.
    j. Compatibility problems.
    k. Time schedules.
    l. Weather limitations.
    m. Manufacturer's written recommendations.

n. Warranty requirements.
o. Compatibility of materials.
p. Acceptability of substrates.
q. Temporary facilities and controls.
r. Space and access limitations.
s. Regulations of authorities having jurisdiction.
t. Testing and inspecting requirements.
u. Installation procedures.
v. Coordination with other work.
w. Required performance results.
x. Protection of adjacent work.
y. Protection of construction and personnel.

3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress Meetings: Conduct progress meetings at regular intervals. Coordinate dates of meetings with preparation of payment requests.

1. Attendees: In addition to representatives of City, Construction Manager, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

1) Review schedule for next period.

b. Review present and future needs of each entity present, including the following:

1) Interface requirements.
2) Sequence of operations.
3) Status of submittals.
4) Deliveries.
5) Off-site fabrication.
6) Access.
7) Site utilization.

8) Temporary facilities and controls.
9) Work hours.
10) Hazards and risks.
11) Progress cleaning.
12) Quality and work standards.
13) Status of correction of deficient items.
14) Field observations.
15) RFIs.
16) Status of proposal requests.
17) Pending changes.
18) Status of Change Orders.
19) Pending claims and disputes.
20) Documentation of information for payment requests.

3. Minutes: Record the meeting minutes.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.

a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

E. Coordination Meetings: Conduct Project coordination meetings at regular intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.

1. Attendees: In addition to representatives of City, Construction Manager, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Combined Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
b. Schedule Updating: Revise Combined Contractor's Construction Schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
c. Review present and future needs of each contractor present, including the following:

1) Interface requirements.
2) Sequence of operations.
3) Status of submittals.

4) Deliveries.
5) Off-site fabrication.
6) Access.
7) Site utilization.
8) Temporary facilities and controls.
9) Work hours.
10) Hazards and risks.
11) Progress cleaning.
12) Quality and work standards.
13) Change Orders.

3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.8 REQUESTS FOR INTERPRETATION (RFIs)

A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.

1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:

1. Project name.
2. Date.
3. Name of Contractor.
4. Name of Project Coordinator.
5. RFI number, numbered sequentially.
6. Specification Section number and title and related paragraphs, as appropriate.
7. Drawing number and detail references, as appropriate.
8. Field dimensions and conditions, as appropriate.
9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
10. Contractor's signature.
11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.

a. Supplementary drawings prepared by Contractor shall include dimensions, thickness, structural grid references, and details of affected materials, assemblies, and attachments.

C. Hard-Copy RFIs: CSI Form 13.2A.

1. Identify each page of attachments with the RFI number and sequential page number.

D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.

1. Attachments shall be electronic files in Adobe Acrobat PDF format.

E. Project Coordinator's Action: Project Coordinator and Landscape Architect will review each RFI, determine action required, and return it. Allow seven working days for Project Coordinator and Landscape Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:

a. Requests for approval of submittals.
b. Requests for approval of substitutions.
c. Requests for coordination information already indicated in the Contract Documents.
d. Requests for adjustments in the Contract Time or the Contract Sum.
e. Requests for interpretation of Architect's actions on submittals.
f. Incomplete RFIs or RFIs with numerous errors.

2. Project Coordinator action may include a request for additional information, in which case Project Coordinator time for response will start again.
3. Project Coordinator action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."

a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Project Coordinator and/or Construction Manager in writing within 7 days of receipt of the RFI response.

F. On receipt of Project Coordinator action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Project Coordinator within seven days if Contractor disagrees with response.

G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log biweekly. Use CSI Log Form 13.2B.

H. Project name.
1. Name and address of Contractor.
2. Name and address of Construction Manager.
3. RFI number including RFIs that were dropped and not submitted.
4. RFI description.
5. Date the RFI was submitted.
6. Date Construction Manager's response was received.
7. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
8. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropria

END OF SECTION 013100

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Sections include the following:

1. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
2. Division 01 Section "Quality Requirements" for submitting test and inspection reports and for mockup requirements.
3. Division 01 Section "Closeout Procedures" for submitting warranties.
4. Divisions 02 through 33 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information that requires Project Coordinator/Construction Manager’s responsive action.

B. Informational Submittals: Written information that does not require Project Coordinator/Construction Manager's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

A. General: Electronic copies of CAD Drawings of the Contract Drawings may be provided upon request by Landscape Architect for Contractor's use in preparing submittals.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

a. Project Coordinator/Construction Manager reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow enough time for submittal review, including time for re-submittals, as follows. Time for review shall commence on Project Coordinator/Construction Manager's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including re-submittals.

1. Initial Review: Allow 14 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Project Coordinator/Construction Manager will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Re-submittal Review: Allow 14 days for review of each re-submittal.
4. Sequential Review: Where sequential review of submittals by City or other parties is indicated, allow 21 days for initial review of each submittal.

    a. None noted

5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Project Coordinator/Construction Manager, allow 15 days for review of each submittal. Submittal will be returned to Project Coordinator/Construction Manager, through Landscape Architect, before being returned to Contractor.

    a. None noted

D. Identification: Place a permanent label or title block on each submittal for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Project Coordinator/Construction Manager.
3. Include the following information on label for processing and recording action taken:

    a. Project name.
    b. Date.
    c. Name and address of Project Coordinator/Construction Manager.
    d. Name and address of Contractor.
    e. Name and address of subcontractor.
    f. Name and address of supplier.
    g. Name of manufacturer.
    h. Submittal number or other unique identifier, including revision identifier.

        1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Re-submittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).

i. Number and title of appropriate Specification Section.
j. Drawing number and detail references, as appropriate.
k. Location(s) where product is to be installed, as appropriate.
l. Other necessary identification.

E. Deviations: Highlight or otherwise specifically identify deviations from the Contract Documents on submittals.

F. Additional Copies: Unless additional copies are required for final submittal, and unless Project Coordinator/Construction Manager observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Project Coordinator/Construction Manager.
2. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.

G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Project Coordinator/Construction Manager will discard submittals received from sources other than Contractor.

1. Transmittal Form: Use AIA Document G810 or CSI Form 12.1A (or current document).
2. Transmittal Form: Provide locations on form for the following information:

a. Project name.
b. Date.
c. Destination (To:).
d. Source (From:).
e. Names of subcontractor, manufacturer, and supplier.
f. Category and type of submittal.
g. Submittal purpose and description.
h. Specification Section number and title.
i. Drawing number and detail references, as appropriate.
j. Transmittal number
k. Submittal and transmittal distribution record.
l. Remarks.
m. Signature of transmitter.

3. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Project Coordinator/Construction Manager on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.

H. Re-submittals: Make re-submittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked "Construction Manager's action stamp" or “Project Coordinators action stamp”.

I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installer, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

J. Use for Construction: Use only final submittals with mark indicating "Construction Manager's action stamp" or “Project Coordinator’s action stamp” taken by Project Coordinator/Construction Manager.

1.5 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES

A. General: At Contractor's written request, copies of Landscape Architect's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:

1. Signed Huitt-Zollars “Hold Harmless” form is executed by Contractor and approved by the Project Coordinator.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.

1. Submit electronic submittals directly to extranet specifically established for Project.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

a. Manufacturer's written recommendations.
b. Manufacturer's product specifications.
c. Manufacturer's installation instructions.
d. Standard color charts.
e. Manufacturer's catalog cuts.
f. Wiring diagrams showing factory-installed wiring.
g. Printed performance curves.
h. Operational range diagrams.
i. Mill reports.
j. Standard product operation and maintenance manuals.
k. Compliance with specified referenced standards.
l. Testing by recognized testing agency.
m. Application of testing agency labels and seals.
n. Notation of coordination requirements.

4. Submit Product Data before or concurrent with Samples.
5. Number of Copies: Submit three copies of Product Data, unless otherwise indicated. Project Coordinator/Construction Manager, will return two copies. Mark up and retain one returned copy as a Project Record Document.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

    a. Dimensions.
    b. Identification of products.
    c. Fabrication and installation drawings.
    d. Roughing-in and setting diagrams.
    e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
    f. Shop work manufacturing instructions.
    g. Templates and patterns.
    h. Schedules.
    i. Design calculations.
    j. Compliance with specified standards.
    k. Notation of coordination requirements.
    l. Notation of dimensions established by field measurement.
    m. Relationship to adjoining construction clearly indicated.
    n. Seal and signature of professional engineer if specified.
    o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
3. Number of Copies: Submit two opaque (bond) copies of each submittal. Project Coordinator/Construction Manager will return one copy.
4. Number of Copies: Submit three opaque copies of each submittal, unless copies are required for operation and maintenance manuals. Submit five copies where copies are required for operation and maintenance manuals. Project Coordinator/Construction Manager will retain two copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:

    a. Generic description of Sample.
    b. Product name and name of manufacturer.
    c. Sample source.
    d. Number and title of appropriate Specification Section.

3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

    a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    b. Samples not incorporated into the Work, or otherwise designated as City's property, are the property of Contractor.

4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

    a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Project Coordinator/Construction Manager will return submittal with options selected.

5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

    a. Number of Samples: Submit three sets of Samples. Project Coordinator/Construction Manager will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.

        1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
        2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product.
2. Number and name of room or space.
3. Location within room or space.
4. Number of Copies: Submit three copies of product schedule or list, unless otherwise indicated. Project Coordinator/Construction Manager will return two copies.

    a. Mark up and retain one returned copy as a Project Record Document.

F. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.
4. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Project Coordinator/Construction Manager will return two copies.

    a. Mark up and retain one returned copy as a Project Record Document.

2.2 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.

1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Project Coordinator/Construction Manager will not return copies.
2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."

B. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."

C. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and Citys, and other information specified.

E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

J. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

K. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

L. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

M. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."

N. Pre-construction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

O. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

P. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

Q. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

R. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads.

Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

S. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:

1. Preparation of substrates.
2. Required substrate tolerances.
3. Sequence of installation or erection.
4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.

T. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

U. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

V. Construction Photographs and Videotapes: Comply with requirements specified in Division 01 Section "Photographic Documentation, if required."

W. Material Safety Data Sheets (MSDSs): Submit information directly to City.

2.3 DELEGATED DESIGN

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Landscape Architect.

B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design

professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Project Coordinator/Construction Manager.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 PROJECT COORDINATOR'S/CONSTRUCTION MANAGER'S ACTION

A. General: Project Coordinator/Construction Manager will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Project Coordinator/Construction Manager will review each submittal, make marks to indicate corrections or modifications required, and return it. Project Coordinator/Construction Manager will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

1. Project Coordinator's/Construction Manager's stamp.

C. Informational Submittals: Project coordinator/Construction Manager will review each submittal and will not return it, or will return it if it does not comply with requirements. Project Coordinator/Construction Manager will forward each submittal to appropriate party.

D. Partial submittals are not acceptable, will be considered non-responsive, and will be returned without review.

E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and -control services required by City, Project Coordinator, Construction Manager, or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Sections include the following:

1. Division 01 Section "Allowances" for testing and inspecting allowances.
2. Divisions 02 through 33 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Project Coordinator/Construction Manager.

C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where

indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.

D. Laboratory Mockups: Full-size, physical assemblies that are constructed at testing facility to verify performance characteristics.

E. Pre-construction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

F. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.

G. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

H. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

I. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

J. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to trades people of the corresponding generic name.

K. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Project Coordinator for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as

appropriate, for the context of requirements. Refer uncertainties to Project Coordinator for a decision before proceeding.

1.5 SUBMITTALS

A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Description of test and inspection.
3. Identification of applicable standards.
4. Identification of test and inspection methods.
5. Number of tests and inspections required.
6. Time schedule or time span for tests and inspections.
7. Entity responsible for performing tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

C. Reports: Prepare and submit certified written reports that include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and re-inspecting.

D. Permits, Licenses, and Certificates: For City's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products similar to those indicated for this Project in material, design, and extent.

F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirement for specialists shall not supersede building codes and regulations governing the Work.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:

a. Provide test specimens representative of proposed products and construction.
b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.

d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Project Coordinator/Construction Manager, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Project Coordinator/Construction Manager.
2. Notify Project Coordinator/Construction Manager seven days in advance of dates and times when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Project Coordinator/Construction Manager's and Landscape Architect's approval of mockups before starting work, fabrication, or construction.

a. Allow seven days for initial review and each re-review of each mockup.

5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed, unless otherwise indicated.

K. Laboratory Mockups: Comply with requirements of pre-construction testing and those specified in individual Sections in Divisions 02 through 49.

1.7 QUALITY CONTROL

A. City Responsibilities: Where quality-control services are indicated as City's responsibility, City will engage a qualified testing agency to perform these services.

1. City will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
3. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor and the Contract Sum will be adjusted by Change Order.

B. Tests and inspections not explicitly assigned to City are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities

having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

    a. Contractor shall not employ same entity engaged by City, unless agreed to in writing by City.

2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."

D. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Project Coordinator/Construction Manager and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Project Coordinator/Construction Manager, Landscape Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.

3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for the Notice to Proceed.

1. Distribution: Distribute schedule to City, Project Coordinator/Construction Manager, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.8 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: City will engage a qualified testing agency and/or special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of City, and as follows:

B. Special Tests and Inspections: Conducted by a qualified testing agency and/or special inspector as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying Project Coordinator/Construction Manager, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Project Coordinator/Construction Manager with copy to Contractor and to authorities having jurisdiction.
4. Submit a final report of special tests and inspections at Substantial Completion which shall include a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and re-inspecting corrected work.

PART 2 - PRODUCTS **(Not Used)**

PART 3 - EXECUTION

3.1 ACCEPTABLE TESTING AGENCIES

A. Will be supplied by City and/or Project Coordinator/Construction Manager from Contractor.

3.2 TEST AND INSPECTION LOG

A. Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Project Coordinator.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Project Coordinator/Construction Manager's reference during normal working hours.

3.3 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Project Coordinator and/or Landscape Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Landscape Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Project Coordinator and/or Landscape Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if

bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

PRIVATE tbl1

AA	Aluminum Association, Inc. (The) www.aluminum.org	(703) 358-2960
AAADM	American Association of Automatic Door Manufacturers www.aaadm.com	(216) 241-7333
AABC	Associated Air Balance Council www.aabchq.com	(202) 737-0202
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials www.transportation.org	(202) 624-5800
AATCC	American Association of Textile Chemists and Colorists (The) www.aatcc.org	(919) 549-8141
ABAA	Air Barrier Association of America www.airbarrier.org	(866) 956-5888
ABMA	American Bearing Manufacturers Association	(202) 367-1155

	www.abma-dc.org	
ACI	ACI International (American Concrete Institute) www.aci-int.org	(248) 848-3700
ACPA	American Concrete Pipe Association www.concrete-pipe.org	(972) 506-7216
AEIC	Association of Edison Illuminating Companies, Inc. (The) www.aeic.org	(205) 257-2530
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGA	American Gas Association www.aga.org	(202) 824-7000
AGC	Associated General Contractors of America (The) www.agc.org	(703) 548-3118
AHA	American Hardboard Association (Now part of CPA)	
AHAM	Association of Home Appliance Manufacturers www.aham.org	(202) 872-5955
AI	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
AITC	American Institute of Timber Construction www.aitc-glulam.org	(303) 792-9559
ALCA	Associated Landscape Contractors of America (Now PLANET - Professional Landcare Network)	
ALSC	American Lumber Standard Committee, Incorporated www.alsc.org	(301) 972-1700
AMCA	Air Movement and Control Association International, Inc. www.amca.org	(847) 394-0150

ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
AOSA	Association of Official Seed Analysts, Inc. www.aosaseed.com	(405) 780-7372
APA	Architectural Precast Association www.archprecast.org	(239) 454-6989
APA	APA - The Engineered Wood Association www.apawood.org	(253) 565-6600
APA EWS	APA - The Engineered Wood Association; Engineered Wood Systems (See APA - The Engineered Wood Association)	
API	American Petroleum Institute www.api.org	(202) 682-8000
ARI	Air-Conditioning & Refrigeration Institute www.ari.org	(703) 524-8800
ARMA	Asphalt Roofing Manufacturers Association www.asphaltroofing.org	(202) 207-0917
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASCE/SEI	American Society of Civil Engineers/Structural Engineering Institute (See ASCE)	
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers www.ashrae.org	(800) 527-4723 (404) 636-8400
ASME	ASME International (The American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763 (973) 882-1170
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040
ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9585
AWCI	AWCI International (Association of the Wall and Ceiling Industry International) www.awci.org	(703) 534-8300

AWCMA	American Window Covering Manufacturers Association (Now WCSC)	
AWI	Architectural Woodwork Institute www.awinet.org	(571) 323-3636
AWPA	American Wood-Preservers' Association www.awpa.com	(205) 733-4077
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
BIA	Brick Industry Association (The) www.bia.org	(703) 620-0010
BICSI	BICSI www.bicsi.org	(800) 242-7405 (813) 979-1991
BIFMA	BIFMA International (Business and Institutional Furniture Manufacturer's Association International) www.bifma.com	(616) 285-3963
BISSC	Baking Industry Sanitation Standards Committee www.bissc.org	(866) 342-4772
CCC	Carpet Cushion Council www.carpetcushion.org	(610) 527-3880
CDA	Copper Development Association www.copper.org	(800) 232-3282 (212) 251-7200
CEA	Canadian Electricity Association www.canelect.ca	(613) 230-9263
CFFA	Chemical Fabrics & Film Association, Inc. www.chemicalfabricsandfilm.com	(216) 241-7333
CGA	Compressed Gas Association www.cganet.com	(703) 788-2700
CIMA	Cellulose Insulation Manufacturers Association www.cellulose.org	(888) 881-2462 (937) 222-2462
CISCA	Ceilings & Interior Systems Construction Association	(630) 584-1919

	www.cisca.org	
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(423) 892-0137
CLFMI	Chain Link Fence Manufacturers Institute www.chainlinkinfo.org	(301) 596-2583
CRRC	Cool Roof Rating Council www.coolroofs.org	(866) 465-2523 (510) 485-7175
CPA	Composite Panel Association www.pbmdf.com	(301) 670-0604
CPPA	Corrugated Polyethylene Pipe Association www.cppa-info.org	(800) 510-2772 (202) 462-9607
CRI	Carpet & Rug Institute (The) www.carpet-rug.com	(800) 882-8846 (706) 278-3176
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSA	Canadian Standards Association	(800) 463-6727 (416) 747-4000
CSA	CSA International (Formerly: IAS - International Approval Services) www.csa-international.org	(866) 797-4272 (416) 747-4000
CSI	Cast Stone Institute www.caststone.org	(717) 272-3744
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
CSSB	Cedar Shake & Shingle Bureau www.cedarbureau.org	(604) 820-7700
CTI	Cooling Technology Institute (Formerly: Cooling Tower Institute) www.cti.org	(281) 583-4087
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
EIA	Electronic Industries Alliance www.eia.org	(703) 907-7500
EIMA	EIFS Industry Members Association www.eima.com	(800) 294-3462 (770) 968-7945

EJCDC	Engineers Joint Contract Documents Committee www.ejdc.org	(703) 295-5000
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org	(914) 332-0040
ESD	ESD Association www.esda.org	(315) 339-6937
FIBA	Federation Internationale de Basketball (The International Basketball Federation) www.fiba.com	41 22 545 00 00
FIVB	Federation Internationale de Volleyball (The International Volleyball Federation) www.fivb.ch	41 21 345 35 35
FM Approvals	FM Approvals www.fmglobal.com	(781) 762-4300
FM Global	FM Global (Formerly: FMG - FM Global) www.fmglobal.com	(401) 275-3000
FMRC	Factory Mutual Research (Now FM Global)	
FRSA	Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc. www.floridaroof.com	(407) 671-3772
FSA	Fluid Sealing Association www.fluidsealing.com	(610) 971-4850
FSC	Forest Stewardship Council www.fsc.org	(492) 283-6766
GA	Gypsum Association www.gypsum.org	(202) 289-5440
GANA	Glass Association of North America www.glasswebsite.com	(785) 271-0208
GRI	(Now GSI)	
GS	Green Seal www.greenseal.org	(202) 872-6400
GSI	Geosynthetic Institute www.geosynthetic-institute.org	(610) 522-8440

HI	Hydraulic Institute www.pumps.org	(888) 786-7744 (973) 267-9700
HI	Hydronics Institute www.gamanet.org	(908) 464-8200
HMMA	Hollow Metal Manufacturers Association (Part of NAAMM)	
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
HPW	H. P. White Laboratory, Inc. www.hpwhite.com	(410) 838-6550
IAS	International Approval Services (Now CSA International)	
IBF	International Badminton Federation www.internationalbadminton.org	(603) 283-7155
ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	(770) 830-0369
ICRI	International Concrete Repair Institute, Inc. www.icri.org	(847) 827-0830
IEC	International Electrotechnical Commission www.iec.ch	41 22 919 02 11
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IESNA	Illuminating Engineering Society of North America www.iesna.org	(212) 248-5000
IEST	Institute of Environmental Sciences and Technology www.iest.org	(847) 255-1561
IGCC	Insulating Glass Certification Council www.igcc.org	(315) 646-2234
IGMA	Insulating Glass Manufacturers Alliance www.igmaonline.org	(613) 233-1510
ILI	Indiana Limestone Institute of America, Inc. www.iliai.com	(812) 275-4426
ISO	International Organization for Standardization www.iso.ch	41 22 749 01 11

	Available from ANSI www.ansi.org	(202) 293-8020
ISSFA	International Solid Surface Fabricators Association www.issfa.net	(877) 464-7732 (702) 567-8150
ITS	Intertek Testing Service NA www.intertek.com	(972) 238-5591
ITU	International Telecommunication Union www.itu.int/home	41 22 730 51 11
KCMA	Kitchen Cabinet Manufacturers Association www.kcma.org	(703) 264-1690
LMA	Laminating Materials Association (Now part of CPA)	
LPI	Lightning Protection Institute www.lightning.org	(800) 488-6864
MBMA	Metal Building Manufacturers Association www.mbma.com	(216) 241-7333
MFMA	Maple Flooring Manufacturers Association, Inc. www.maplefloor.org	(847) 480-9138
MFMA	Metal Framing Manufacturers Association, Inc. www.metalframingmfg.org	(312) 644-6610
MH	Material Handling (Now MHIA)	
MHIA	Material Handling Industry of America www.mhia.org	(800) 345-1815 (704) 676-1190
MIA	Marble Institute of America www.marble-institute.com	(440) 250-9222
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc. www.mss-hq.com	(703) 281-6613
NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(312) 332-0405
NACE	NACE International	(800) 797-6623

	(National Association of Corrosion Engineers International) www.nace.org	(281) 228-6200
NADCA	National Air Duct Cleaners Association www.nadca.com	(202) 737-2926
NAGWS	National Association for Girls and Women in Sport www.aahperd.org/nagws/	(800) 213-7193, ext. 453
NAIMA	North American Insulation Manufacturers Association www.naima.org	(703) 684-0084
NBGQA	National Building Granite Quarries Association, Inc. www.nbgqa.com	(800) 557-2848
NCAA	National Collegiate Athletic Association (The) www.ncaa.org	(317) 917-6222
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NCPI	National Clay Pipe Institute www.ncpi.org	(262) 248-9094
NCTA	National Cable & Telecommunications Association www.ncta.com	(202) 775-3550
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NeLMA	Northeastern Lumber Manufacturers' Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	InterNational Electrical Testing Association www.netaworld.org	(888) 300-6382 (303) 697-8441
NFHS	National Federation of State High School Associations www.nfhs.org	(317) 972-6900
NFPA	NFPA (National Fire Protection Association) www.nfpa.org	(800) 344-3555 (617) 770-3000
NFRC	National Fenestration Rating Council	(301) 589-1776

	www.nfrc.org	
NGA	National Glass Association www.glass.org	(866) 342-5642 (703) 442-4890
NHLA	National Hardwood Lumber Association www.natlhardwood.org	(800) 933-0318 (901) 377-1818
NLGA	National Lumber Grades Authority www.nlga.org	(604) 524-2393
NOFMA	NOFMA: The Wood Flooring Manufacturers Association (Formerly: National Oak Flooring Manufacturers Association) www.nofma.com	(901) 526-5016
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(888) 846-7622 (301) 587-1400
NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010
NSSGA	National Stone, Sand & Gravel Association www.nssga.org	(800) 342-1415 (703) 525-8788
NTMA	National Terrazzo & Mosaic Association, Inc. (The) www.ntma.com	(800) 323-9736 (540) 751-0930
NTRMA	National Tile Roofing Manufacturers Association (Now TRI)	
NWWDA	National Wood Window and Door Association (Now WDMA)	
OPL	Omega Point Laboratories, Inc. (Now ITS)	
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300
PDCA	Painting & Decorating Contractors of America www.pdca.com	(800) 332-7322 (314) 514-7322
PDI	Plumbing & Drainage Institute www.pdionline.org	(800) 589-8956 (978) 557-0720
PGI	PVC Geomembrane Institute http://pgi-tp.ce.uiuc.edu	(217) 333-3929

PLANET	Professional Landcare Network (Formerly: ACLA - Associated Landscape Contractors of America) www.landcarenetwork.org	(800) 395-2522 (703) 736-9666
PTI	Post-Tensioning Institute www.post-tensioning.org	(602) 870-7540
RCSC	Research Council on Structural Connections www.boltcouncil.org	
RFCI	Resilient Floor Covering Institute www.rfci.com	(301) 340-8580
RIS	Redwood Inspection Service www.calredwood.org	(888) 225-7339 (415) 382-0662
SAE	SAE International www.sae.org	(877) 606-7323 (724) 776-4841
SDI	Steel Deck Institute www.sdi.org	(847) 458-4647
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SEFA	Scientific Equipment and Furniture Association www.sefalabs.com	(516) 294-5424
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)	
SGCC	Safety Glazing Certification Council www.sgcc.org	(315) 646-2234
SIA	Security Industry Association www.siaonline.org	(703) 683-2075
SIGMA	Sealed Insulating Glass Manufacturers Association (Now IGMA)	
SJI	Steel Joist Institute www.steeljoist.org	(843) 626-1995
SMA	Screen Manufacturers Association www.smacentral.org	(561) 533-0991
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association	(703) 803-2980

	www.smacna.org	
SMPTE	Society of Motion Picture and Television Engineers www.smpte.org	(914) 761-1100
SPFA	Spray Polyurethane Foam Alliance (Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division) www.sprayfoam.org	(800) 523-6154
SPIB	Southern Pine Inspection Bureau (The) www.spib.org	(850) 434-2611
SPRI	Single Ply Roofing Industry www.spri.org	(781) 647-7026
SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331
STI	Steel Tank Institute www.steeltank.com	(847) 438-8265
SWI	Steel Window Institute www.steelwindows.com	(216) 241-7333
SWRI	Sealant, Waterproofing, & Restoration Institute www.swrionline.org	(816) 472-7974
TCA	Tile Council of America, Inc. www.tileusa.com	(864) 646-8453
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance www.tiaonline.org	(703) 907-7700
TMS	The Masonry Society www.masonrysociety.org	(303) 939-9700
TPI	Truss Plate Institute, Inc. www.tpinst.org	(703) 683-1010
TPI	Turfgrass Producers International www.turfgrasssod.org	(800) 405-8873 (847) 649-5555
TRI	Tile Roofing Institute www.tileroofing.org	(312) 670-4177
UL	Underwriters Laboratories Inc.	(877) 854-3577

	www.ul.com	(847) 272-8800
UNI	Uni-Bell PVC Pipe Association www.uni-bell.org	(972) 243-3902
USAV	USA Volleyball www.usavolleyball.org	(888) 786-5539 (719) 228-6800
USGBC	U.S. Green Building Council www.usgbc.org	(202) 828-7422
USITT	United States Institute for Theatre Technology, Inc. www.usitt.org	(800) 938-7488 (315) 463-6463
WASTEC	Waste Equipment Technology Association www.wastec.org	(800) 424-2869 (202) 244-4700
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651
WCMA	Window Covering Manufacturers Association (Now WCSC)	
WCSC	Window Covering Safety Council (Formerly: WCMA - Window Covering Manufacturers Association) www.windowcoverings.org	(800) 506-4636 (212) 297-2109
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association) www.wdma.com	(800) 223-2301 (847) 299-5200
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California) www.wicnet.org	(916) 372-9943
WIC	Woodwork Institute of California (Now WI)	
WMMPA	Wood Moulding & Millwork Producers Association www.wmmpa.com	(800) 550-7889 (530) 661-9591
WSRCA	Western States Roofing Contractors Association www.wsrca.com	(800) 725-0333 (650) 570-5441
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names,

telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

PRIVATE tbl2

BOCA	BOCA International, Inc. (See ICC)	
IAPMO	International Association of Plumbing and Mechanical Official www.iapmo.org	(909) 472-4100
ICBO	International Conference of Building Officials (See ICC)	
ICBO ES	ICBO Evaluation Service, Inc. (See ICC-ES)	
ICC	International Code Council www.iccsafe.org	(888) 422-7233 (703) 931-4533
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543
SBCCI	Southern Building Code Congress International, Inc. (See ICC)	
UBC	Uniform Building Code (See ICC)	

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

PRIVATE tbl3

CE	Army Corps of Engineers www.usace.army.mil	
CPSC	Consumer Product Safety Commission www.cpsc.gov	(800) 638-2772 (301) 504-7923
DOC	Department of Commerce www.commerce.gov	(202) 482-2000
DOD	Department of Defense http://.dodssp.daps.dla.mil	(215) 697-6257
DOE	Department of Energy www.energy.gov	(202) 586-9220
EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
FAA	Federal Aviation Administration	(866) 835-5322

	www.faa.gov	
FCC	Federal Communications Commission www.fcc.gov	(888) 225-5322
FDA	Food and Drug Administration www.fda.gov	(888) 463-6332
GSA	General Services Administration www.gsa.gov	(800) 488-3111
HUD	Department of Housing and Urban Development www.hud.gov	(202) 708-1112
LBL	Lawrence Berkeley National Laboratory www.lbl.gov	(510) 486-4000
NCHRP	National Cooperative Highway Research Program (See TRB)	
NIST	National Institute of Standards and Technology www.nist.gov	(301) 975-6478
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999
PBS	Public Building Service (See GSA)	
PHS	Office of Public Health and Science www.osophs.dhhs.gov/ophs	(202) 690-7694
RUS	Rural Utilities Service (See USDA)	(202) 720-9540
SD	State Department www.state.gov	(202) 647-4000
TRB	Transportation Research Board http://gulliver.trb.org	(202) 334-2934
USDA	Department of Agriculture www.usda.gov	(202) 720-2791
USPS	Postal Service www.usps.com	(202) 268-2000

E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

PRIVATE tbl4

ADAAG	Americans with Disabilities Act (ADA) Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080
CFR	Code of Federal Regulations Available from Government Printing Office www.gpoaccess.gov/cfr/index.html	(866) 512-1800 (202) 512-1800
DOD	Department of Defense Military Specifications and Standards Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-2664
DSCC	Defense Supply Center Columbus (See FS)	
FED-STD	Federal Standard (See FS)	
FS	Federal Specification Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-2664
	Available from Defense Standardization Program www.dps.dla.mil	
	Available from General Services Administration www.gsa.gov	(202) 619-8925
	Available from National Institute of Building Sciences www.wbdg.org/ccb	(202) 289-7800
FTMS	Federal Test Method Standard (See FS)	
MIL	(See MILSPEC)	
MIL-STD	(See MILSPEC)	
MILSPEC	Military Specification and Standards Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil	(215) 697-2664
UFAS	Uniform Federal Accessibility Standards Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080

F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following

list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

PRIVATE tbl5

CBHF	State of California, Department of Consumer Affairs Bureau of Home Furnishings and Thermal Insulation www.dca.ca.gov/bhfti	(800) 952-5210 (916) 574-2041
CCR	California Code of Regulations www.calregs.com	(916) 323-6815
CPUC	California Public Utilities Commission www.cpuc.ca.gov	(415) 703-2782
TFS	Texas Forest Service Forest Resource Development http://txforestservice.tamu.edu	(979) 458-6650

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Sections include the following:

1. Division 01 Section "Summary" for limitations on utility interruptions and other work restrictions.
2. Division 01 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
3. Division 01 Section "Execution" for progress cleaning requirements.
4. Divisions 02 through 33 Sections for temporary heat, ventilation, and humidity requirements for products in those Sections.
5. Division 32 Section "Concrete Paving" for construction and maintenance of cement concrete pavement for temporary roads and paved areas.

1.3 DEFINITIONS

A. Temporary Enclosure: As determined by the Project Coordinator, temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with substantial temporary closures.

1.4 USE CHARGES

A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, City's construction forces, occupants of Project, testing agencies, and authorities having jurisdiction.

B. Sewer Service: Contractor to pay all sewer service use charges for sewer usage by all entities for construction operations.

C. Water Service: Contractor to pay all water service use charges for water used by all entities for construction operations.

D. Electric Power Service: Contractor to pay all electric power service use charges for electricity used by all entities for construction operations.

E. Gas Service: Contractor to pay all gas service use charges for gas used by all entities for construction operations.

1.5 SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.6 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.7 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Installer of each temporary service shall assume responsibility for operation, maintenance, and protection of each service during its use as a construction facility before City's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Pavement: Comply with Division 3 Section pavement Sections.

2.2 TEMPORARY FACILITIES

A. Storage and Fabrication Sheds: Contractor shall provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

1. Store combustible materials off site and away from building and site.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

1. Locate facilities to limit site disturbance as specified in Division 01 Section "Summary."

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, City, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.

1. Connect temporary sewers to municipal system or private system as directed by authorities having jurisdiction.

C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.

D. Water Service: Use of City's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to City. At Substantial Completion, restore these facilities to condition existing before initial use.

1. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.

E. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

1. Toilets: Use of City's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to City. At Substantial Completion, restore these facilities to condition existing before initial use.

F. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.

G. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

H. Electric Power Service: Use of City's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to City.

I. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.

1. Install electric power service overhead, unless otherwise indicated.
2. Connect temporary service to City's existing power source, as directed by City.

J. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
2. Install lighting for Project identification sign.

K. Electronic Communication Service: Provide temporary electronic communication service, including electronic mail, in common-use facilities.

1. Provide DSL in primary field office.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241.
2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to City.

B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas within construction limits indicated on Drawings.

1. Provide dust-control treatment that is nonpolluting and non-tracking. Reapply treatment as required to minimize dust.

C. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas in same location as permanent roads and paved areas. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.

1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
2. Prepare sub-grade and install sub-base and base for temporary roads and paved areas according to Division 31 Section "Earth Moving."
3. Recondition base after temporary use, including removing contaminated material, re-grading, proof-rolling, compacting, and testing.
4. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Division 32 Section "Asphalt Paving."

D. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

E. Parking: Use designated areas of City's existing parking areas for construction personnel.

F. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
2. Remove snow and ice as required to minimize accumulations.

G. Project Identification and Temporary Signs: Provide Project identification and other signs as indicated on Drawings. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.

1. Provide temporary, directional signs for construction personnel and visitors.
2. Maintain and touchup signs so they are legible at all times.

H. Waste Disposal Facilities: Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."

I. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 01 Section "Execution" for progress cleaning requirements.

J. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

K. Temporary Elevator Use: Refer to Division 14 Sections for temporary use of new elevators.

L. Existing Elevator Use: Use of City's existing elevators will be permitted, as long as elevators are cleaned and maintained in a condition acceptable to City. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.

1. Do not load elevators beyond their rated weight capacity.
2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.

M. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.

N. Existing Stair Usage: Use of City's existing stairs will be permitted, as long as stairs are cleaned and maintained in a condition acceptable to City. At Substantial Completion, restore stairs to condition existing before initial use.

1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If, despite such protection, stairs become damaged, restore damaged areas so no evidence remains of correction work.

O. Temporary Use of Permanent Stairs: Cover finished, permanent stairs with protective covering of plywood or similar material so finishes will be undamaged at time of acceptance.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Division 01 Section "Summary."

B. Temporary Erosion and Sedimentation Control: Comply with requirements specified in Division 31 Section "Site Clearing."

C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.

1. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.

D. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and sub-grade construction to prevent flooding by runoff of stormwater from heavy rains.

E. Tree and Plant Protection: Comply with requirements specified in plans

F. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

G. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for City. Perform control operations lawfully, using environmentally safe materials.

H. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.

1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
2. Maintain security by limiting number of keys and restricting distribution to authorized personnel.

I. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.

J. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

K. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.

L. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.

1. Prohibit smoking in construction areas.
2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Operate Project-identification-sign lighting daily from dusk until 12:00 midnight.

D. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

E. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. City reserves right to take possession of Project identification signs.
2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

SECTION 017000 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. General installation of products.
4. Coordination of City-installed products.
5. Progress cleaning.
6. Starting and adjusting.
7. Protection of installed construction.
8. Correction of the Work.

B. Related Sections include the following:

1. Division 01 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
2. Division 01 Section "Submittal Procedures" for submitting surveys.
3. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of City-accepted deviations from indicated lines and levels, and final cleaning.

1.3 SUBMITTALS

A. Qualification Data: For land surveyor.

B. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.

C. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

1.4 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

PART 2 - EXECUTION

2.1 EXAMINATION

A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

1. Before construction, verify the location and points of connection of utility services.

B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

a. Description of the Work.
b. List of detrimental conditions, including substrates.
c. List of unacceptable installation tolerances.
d. Recommended corrections.

2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

2.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility and City that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Project Coordinator. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests on CSI Form 13.2A, "Request for Interpretation."

2.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered notify the Project Coordinator promptly.

B. General: Engage a land surveyor and/or professional engineer to lay out the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
3. Inform installers of lines and levels to which they must comply.
4. Check the location, level and plumb, of every major element as the Work progresses.
5. Notify Project Coordinator when deviations from required lines and levels exceed allowable tolerances.
6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Project Coordinator/Construction Manager.

2.4 FIELD ENGINEERING

A. Identification: City will identify existing benchmarks, control points, and property corners.

B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

1. Do not change or relocate existing benchmarks or control points without prior written approval of City and Construction Manager. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to the City and Construction Manager before proceeding.
2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and site work.

E. Final Property Survey: Prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.

1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

2.5 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
4. Maintain minimum headroom clearance of 8 feet in spaces without a suspended ceiling.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Project Coordinator.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

2.6 CITY-INSTALLED PRODUCTS

A. Site Access: Provide access to Project site for City's construction forces.

B. Coordination: Coordinate construction and operations of the Work with work performed by City's construction forces.

1. Construction Schedule: Inform City of Contractor's preferred construction schedule for City's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify City if changes to schedule are required due to differences in actual construction progress.
2. Pre-installation Conferences: Include City's construction forces at pre-installation conferences covering portions of the Work that are to receive City's work. Attend pre-installation conferences conducted by City's construction forces if portions of the Work depend on City's construction.

2.7 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

2.8 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 Section "Quality Requirements."

2.9 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

2.10 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017000

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for the following:

1. Disposing of non-hazardous demolition and construction waste.

B. Related Sections include the following:

1. Division 01 Section "Temporary Facilities and Controls" for environmental-protection measures during construction, and location of waste containers at Project site.
2. Division 31 Section "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

1.3 DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: **Burning of waste materials is strictly not permitted.**

C. Disposal: Transport waste materials off City's property and legally dispose of them. Cost to be included in transportation, disposal, fees, permits, etc.

END OF SECTION 017419

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Inspection procedures.
2. Warranties.
3. Final cleaning.

B. Related Sections include the following:

1. Division 01 Section "Execution" for progress cleaning of Project site.
2. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following:

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Advise City of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Obtain and submit releases permitting City unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
6. Deliver tools, spare parts, extra materials, and similar items to location designated by City. Label with manufacturer's name and model number where applicable.
7. Make final changeover of permanent locks and deliver keys to City. Advise City's personnel of changeover in security provisions.
8. Complete startup testing of systems.
9. Submit test/adjust/balance records.

10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Advise City of changeover in heat and other utilities.
12. Submit changeover information related to City's occupancy, use, operation, and maintenance.
13. Complete final cleaning requirements, including touchup painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Project Coordinator will either proceed with inspection or notify Contractor of unfulfilled requirements. Project Coordinator will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Citys payment procedures.
2. Submit certified copy of Project Coordinators Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Project Coordinator. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty.
5. Instruct City's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videotapes.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Project Coordinator will either proceed with inspection or notify Contractor of unfulfilled requirements. Project Coordinator will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction

including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.

1. Organize list of spaces in sequential order.
2. Organize items applying to each space by major element, including categories for equipment and systems.
3. Include the following information at the top of each page:

    a. Project name.
    b. Date.
    c. Name of Project Coordinator.
    d. Name of Contractor.
    e. Page number.

1.6 WARRANTIES

A. Submittal Time: Submit written warranties on request of Project Coordinator for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by City during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
d. Remove tools, construction equipment, machinery, and surplus material from Project site.
e. Remove snow and ice to provide safe access to site.
f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
h. Remove labels that are not permanent or would void warranties or safety precautions.
i. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

j. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
k. Replace parts subject to unusual operating conditions.
l. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
m. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
n. Leave Project clean and ready for occupancy.

C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.

D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on City's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

024119 – SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected site elements.

B. Related Requirements:

1. Section 011000 "Summary" for restrictions on use of the premises, City-occupancy requirements, and phasing requirements.
2. Section 017300 "Execution" for cutting and patching procedures.
3. Section 311000 "Site Clearing" for site clearing and removal of above- and below-grade improvements not part of selective demolition.

1.2 DEFINITIONS

A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.

B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and store.

C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.

D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.3 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to City that may be uncovered during demolition remain the property of City.

1. Carefully salvage in a manner to prevent damage and promptly return to City.

1.4 INFORMATIONAL SUBMITTALS

A. Schedule of Selective Demolition Activities:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure City's on-site operations are uninterrupted.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Coordination of City's continuing occupancy of portions of existing building and of City's partial occupancy of completed Work.

B. Pre-demolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by salvage and demolition operations.

C. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.5 CLOSEOUT SUBMITTALS

A. Inventory: Submit a list of items that have been removed and salvaged.

1.6 FIELD CONDITIONS

A. Notify Project Coordinator of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

B. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. If suspected hazardous materials are encountered, do not disturb; immediately notify the City/Project Coordinator. Hazardous materials will be removed by City under a separate contract.

C. Storage or sale of removed items or materials on-site is not permitted.

D. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

1.7 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding.

B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

1.8 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with City's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

2.2 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by City. City does not guarantee that existing conditions are same as those indicated in Project Record Documents.

C. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.

1. Inventory and record the condition of items to be removed and salvaged.

2.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

2.4 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Cover and protect furniture, furnishings, and equipment that have not been removed.

3. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."

B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

C. Remove temporary barricades and protections where hazards no longer exist.

2.5 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
5. Maintain fire watch during and for at least 4 hours after flame-cutting operations.
6. Maintain adequate ventilation when using cutting torches.
7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
10. Dispose of demolished items and materials promptly. Comply with requirements in Section 017419 "Construction Waste Management and Disposal."

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

2.6 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

B. Burning: **Do not burn demolished materials.**

2.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 032000 – CONCRETE REINFORCING

PART 1-GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specifications Sections, apply to this section.

1.2 SUMMARY

A. This section includes the following:

1. Cement Concrete reinforcement
2. Materials
3. Bending
4. Tolerances
5. Storage
6. Splices
7. Couplers
8. Placings
9. Coatings

B. Related Sections include the following:

1. Division 03: “Concrete Paving”
2. Division 03: “Concrete Pavement Joint Sealants”

1.3 DESCRIPTION

A. This Item shall govern for the furnishing and placing of deformed and smooth reinforcing steel, of the sizes and details shown on the plans and in accordance with this Item.

1.4 MATERIALS

A. Unless otherwise shown on the plans or specified herein, the reinforcing steel shall be Grade 60 and all bar reinforcement shall be deformed, conforming to one of the following:

(1) ASTM A615, Grades 40 or 60, open hearth, basic oxygen, or electric furnace new billet steel.

(2) ASTM A617, Grades 40 or 60, axle-steel.

(3) ASTM A616, Grade 60, rail steel will be permitted in concrete pavement only. ASTM A616 bars shall be furnished as straight bars only and bending is prohibited. Bend tests will not be required.

(4) ASTM A706, Grade 60, weldable reinforcing steel.

(5) Smooth Bars. Smooth bars for concrete pavement shall have a minimum yield strength of 60 ksi.

All other smooth bars, larger than No. 4, may be steel conforming to the above or may be furnished in any steel that meets the physical requirements of ASTM A36.

(6) Spiral reinforcement shall be either smooth or deformed bars, or wire, of the minimum size or gage shown on the plans, or as specified herein.

Bars for spiral reinforcement shall comply with ASTM A675, Grade 80 (reference to ASTM A29 is voided) A615 or A617, Grade 40, unless otherwise shown on the plans. Smooth wire shall comply with ASTM A82 and deformed wire shall comply with ASTM A496.

In cases where the provisions of this Item are in conflict with the provisions of the ASTM Specification, the provisions of this Item shall govern.

Reinforcing steel to be structurally welded shall comply with ASTM A706 or shall have a carbon equivalency (C.E.) of not more than 0.55 %. A report of chemical analysis, showing the percentages of all elements necessary to establish the carbon equivalency, will be required for all reinforcing steel that is to be structurally welded. The above requirements do not pertain to miscellaneous welds on reinforcing steel as defined in Item 448, "Structural Field Welding."

Carbon equivalency will be calculated using the following formula:

$$C.E. = \%C + \frac{\%Mn}{6} + \frac{\%Cu}{40} + \frac{\%Ni}{20} + \frac{\%Cr}{10} - \frac{\%Mo}{50} - \frac{\%V}{10}$$

The nominal size, area and weight of reinforcing steel bars covered by this specification are as follows:

Bar Size Number	Nominal Diameter In.	Nominal Area Sq. In.	Weight Per Linear Foot
2	0.250	0.05	0.167
3	0.375	0.11	0.376
4	0.500	0.20	0.668
5	0.625	0.31	1.043
6	0.750	0.44	1.502
7	0.875	0.60	2.044
8	1.000	0.79	2.670
9	1.128	1.00	3.400
10	1.270	1.27	4.303
11	1.410	1.56	5.313
14	1.693	2.25	7.65
18	2.257	4.00	13.60

Smooth round bars shall be designated by size number through No. 4. Smooth bars above No. 4 shall be designated by diameter in inches.

(7) Wire for fabric reinforcement shall conform to ASTM A82 or A496. Wire fabric shall conform to ASTM A185 or A497.

When wire is ordered by size numbers, the following relation between size number, diameter in inches and area shall apply unless otherwise specified. Where deformed wire is required, the size number shall be preceded by "D," and for smooth wire the prefix shall be "W."

Size Number	Nominal Diameter In.	Nominal Area Sq. In.
31	0.628	0.310
30	0.618	0.300
28	0.597	0.280
26	0.575	0.260
24	0.553	0.240
22	0.529	0.220
20	0.505	0.200
18	0.479	0.180
16	0.451	0.160
14	0.422	0.140
12	0.391	0.120
10	0.357	0.100
8	0.319	0.080
7	0.299	0.070
6	0.276	0.060
5.5	0.265	0.055
5	0.252	0.050
4.5	0.239	0.045
4	0.226	0.040
3.5	0.211	0.035
3	0.195	0.030
2.5	0.178	0.025
2	0.160	0.020
1.5	0.138	0.015
1.2	0.124	0.012
1	0.113	0.010
0.5	0.080	0.005

Note: Fractional sizes between the sizes listed above are also available and acceptable for use.

Welded wire fabric will be designated as shown in the following example:

6 x 12 - W16 x W8; indicating six (6) inch longitudinal wire spacing and 12 inch transverse wire spacing with smooth number 16 wire longitudinally and smooth number 8 wire transversely.

(8) Epoxy Coating. The epoxy coating material and the material used for the repair of the coating shall comply with the Departmental Materials Specification D-9-8130, "Epoxy Powder Coating For

Reinforcing Steel." Copies of the Departmental Materials Specifications are available from the Texas Department of Transportation, Division of Materials and Tests, 125 East 11th Street, Austin, Texas 78701-2483. An eight (8) ounce sample of epoxy powder and manufacturer's certifications will be required for each lot of epoxy powder used to coat materials for Department projects.

1.5 BENDING

A. The reinforcement shall be bent cold, true to the shapes shown on the plans. Fabrication shall preferably be done in the shop. Field fabrication, if permitted, shall be done with equipment approved by the Engineer. Mis-fabricated, damaged or broken bars shall be rejected and replaced at the Contractor's expense. Damaged or broken bars imbedded in a previous concrete placement may be repaired with the approval of the Engineer.

Unless otherwise shown on the plans, the inside diameter of bar bends, in terms of the nominal bar diameter (d), shall be as follows:

Bends of 90° and greater in stirrups, ties and other secondary bars that enclose another bar in the bend shall be:

#3, #4, #5	4d
#6, #7, #8	6d

All bends in main bars and in secondary bars not covered above shall be:

#3 thru #8	6d
#9, #10, #11	8d
#14, #18	10d

Where bending of Grade 60 bars, sizes No. 14 or No. 18, is required, bend testing shall be performed on representative specimens as described for smaller bars in the applicable ASTM Specification. The required bend shall be 90 degrees around a pin having a diameter of 10 times the nominal diameter of the bar.

1.6 TOLERANCES

A. Fabricating tolerances for bars, from plan dimensions, shall not be greater than shown in Figure 1.

1.7 STORING

A. Steel reinforcement shall be stored above the surface of the ground upon platforms, skids, or other supports and shall be protected from damage and deterioration as approved by the Engineer. When placed in the work, reinforcement shall be free from dirt, paint, grease, oil, or other foreign materials. Reinforcement shall be free from defects such as cracks and laminations. Rust, surface seams, surface irregularities or mill scale will not be cause for rejection, provided the minimum cross-sectional area of a hand wire brushed specimen meets the requirements for the size of steel specified.

1.8 SPLICES

A. Splicing of bars, lap spliced or welded, shall be as shown on the plans or specified herein.

Additional splices will require written approval of the Engineer.

Splices not provided for on the plans will be permitted in slabs 15 inches or less in thickness, columns, walls and parapets, but will not be included for measurement, subject to the following:

Unless otherwise approved by the Engineer, splices will not be permitted in bars 30 feet or less in plan length. For bars exceeding 30 feet in plan length, the distance center to center of splices shall not be less than 30 feet minus one splice length, with no more than one individual bar length less than 10 feet. Lap splices not shown on the plans, but permitted herein, shall be made in accordance with Table 1. The specified concrete cover and proper spacing shall be maintained at such splices and the lap spliced bars placed in contact and securely tied together.

TABLE 1
Minimum Lap Requirements
for Bar Sizes Through No. 11

SIZE	LAP LENGTH UNCOATED	LAP LENGTH COATED
No. 3	1'-0"	1'-6"
No. 4	1'-6"	2'-3"
No. 5	1'-10"	2'-9"
No. 6	2'-3"	3'-4"
No. 7	3'-0"	4'-6"
No. 8	3'-9"	5'-7"
No. 9	4'-8"	7'-0"
No. 10	5'-7"	8'-4"
No. 11	6'-7"	9'-10"

Spiral steel shall be lapped a minimum of one turn.

Bar sizes No. 14 and No. 18 may not be lapped.

Welded splices shall conform to the requirements of the plans and Item 448, "Structural Field Welding." End preparation for butt welding reinforcing bars shall be done in the field. Delivered bars shall be of sufficient length to permit weld preparation.

Welded wire fabric shall be spliced using a lap length that will include the overlap of a minimum of two (2) cross wires plus two (2) inches on each sheet or roll. Splices using bars which develop equivalent strength and lapped in accordance with Table 1 will be permitted.

For box culvert extensions with less than one (1) foot of fill, the existing longitudinal bars shall have a lap with the new bars as shown in Table 1. For extensions with more than one (1) foot of fill, a minimum of six (6) inch lap will be required.

1.9 MECHANICAL COUPLERS

(1) General. When shown on the plans, mechanical splices may be made in the reinforcing steel bars using one of the following types:

Sleeve-Filler Type
Sleeve-Threaded Type
Sleeve-Swaged Type
Sleeve-Wedge Type

All couplers furnished by the Contractor shall be produced by a prequalified manufacturer. Prequalification shall be in accordance with Departmental Material Specification D-9-4510. Sleeve-wedge type couplers will not be permitted on coated reinforcing.

(2) Project Samples. For purposes of sampling couplers for use on an individual project, a lot of couplers shall be defined as 500 couplers, or fraction thereof, for each size and type. Prior to use on the project, three (3) test specimens shall be assembled using couplers selected at random from each lot received on the project. All test specimens shall be assembled from materials consigned to the project and shall be assembled in the presence of the Engineer. A test specimen shall consist of a coupler connecting two (2) 21 inch, or longer, bars using the same splice materials, position, equipment and procedures to be used to make splices in the work. The assembled test specimens shall be submitted to the Division of Materials and Tests for testing. Each lot of couplers shall be identified with tags or markings identifying the lot from which the samples were taken.

(3) Testing. Project samples will be tested to 125% of specified yield strength and for total slip requirements. When a test representing a lot of couplers fails to meet the requirements, four (4) additional couplers from that lot will be tested. If all four (4) tests meet the requirements, the lot will be accepted for use in the work. If any of the four (4) tests fail to meet the requirements, that lot of couplers will be rejected and not used in the work.

(4) Construction Methods. All coupling devices shall be installed in accordance with the manufacturer's recommendations. Protection of threaded male or female connections shall be provided and the threaded connections shall be clean when making the connection. Damaged threads shall not be repaired.

(5) Alternate Equivalent Strength. Alternate equivalent strength arrangements to be accomplished by substituting larger bar sizes, or more bars, will be considered if approved by the Engineer, in writing, prior to the fabrication of the systems.

1.10 PLACING

A. Unless otherwise shown on the plans, dimensions shown for reinforcement are to the centers of the bars. Reinforcement shall be placed as near as possible in the position shown on the plans. In the plane of the steel parallel to the nearest surface of concrete, bars shall not vary from plan placement by more than 1/12 of the spacing between bars. In the plane of the steel perpendicular to the nearest surface of concrete, bars shall not vary from plan placement by more than 1/4 inch. Cover of concrete to the nearest surface of steel shall meet the above requirements but shall never be less than one (1) inch.

For bridge slabs, the clear cover tolerance for the top mat of reinforcement shall be -0, + 1/2 inch.

The reinforcement shall be accurately located in the forms, and firmly held in place, before and during concrete placement, by means of bar supports, adequate in strength and number in order to prevent displacement and to keep the steel at the proper distance from the forms. Bars shall be

supported by standard bar supports with plastic tips, plastic bar supports approved by the Engineer or precast mortar or concrete blocks when supports are in contact with removable or stay-in-place forms. Bright basic bar supports may be used to support reinforcing steel placed in slab overlays on concrete panels or on existing concrete slabs. Bar supports in contact with soil or subgrade shall be as approved by the Engineer.

For bar supports with plastic tips, the plastic protection shall have a minimum thickness of 3/32 of an inch and extend upward on the wire to a point at least 1/2 inch above the formwork.

All accessories such as tie wires, bar chairs, supports or clips used with epoxy coated reinforcement shall be of steel, fully coated with epoxy or plastic. Plastic supports approved by the Engineer may also be used with epoxy coated reinforcement.

Mortar or concrete blocks shall be cast to uniform dimensions with adequate bearing area. A suitable tie wire shall be provided in each block for anchoring to the steel. The blocks shall be accurately cast to the thickness required in molds approved by the Engineer. The surface placed adjacent to the form shall be a true plane, free of surface imperfections. The blocks shall be cured by covering with wet burlap or mats for a period of 72 hours. Mortar for blocks shall contain approximately one (1) part portland cement to three (3) parts sand. Concrete for blocks shall contain nine (9) sacks of portland cement per cubic yard of concrete.

Individual bar supports shall be placed in rows at four (4) foot maximum spacing in each direction. Continuous type bar supports shall be placed at four (4) feet maximum spacing. Continuous bar supports will be required when permanent metal deck forms are used.

The exposure of the ends of longitudinals, stirrups and spacers used to position the reinforcement in concrete pipe and precast box culverts or sewers shall not be cause for rejection.

Reinforcing steel for bridge slabs, top slabs of direct traffic culverts and the top slabs of prestressed box beams shall be tied at all intersections except that where the spacing is less than one (1) foot in each direction, alternate intersections only need to be tied. For reinforcing steel cages for other structural members, the steel shall be tied at a sufficient number of intersections to provide a rigid cage of steel. Mats of wire fabric shall be fastened securely at the ends and edges.

Before concrete placement, all mortar, mud, dirt, etc., shall be cleaned from the reinforcement. Concrete shall not be placed until authorized by the Engineer.

If the reinforcement is not adequately supported or tied to resist settlement, floating upward, overturning of truss bars, or movement in any direction during concrete placement, concrete placement will be halted until corrective measures are taken.

1.11 EPOXY COATING OF REINFORCING STEEL

(1) General. When shown on the plans, coating with epoxy of reinforcing bars, plain wire, deformed wire or welded wire fabric to be used as reinforcement for concrete shall conform to the requirements herein.

(2) Surface Preparation. The reinforcing steel shall be free of surface contaminants such as oil, grease or paint when received at the manufacturer's plant and prior to cleaning and coating. The surface of steel to be coated shall be cleaned by abrasive blast cleaning to near white metal in

accordance with the requirements of Item 446, "Cleaning, Paint and Painting," Class A Blast Cleaning. All traces of grit and dust from the blast cleaning shall be removed prior to coating. Other methods of cleaning may be submitted to the Engineer for approval.

(3) Application of Coating. The applicator shall notify the Engineer at least 30 days before the date of production. The coating shall be applied as recommended by the manufacturer of the coating material.

The coating shall be applied to the cleaned surface as soon as possible after cleaning and before oxidation of the surface discernible to the unaided eye occurs. The coating shall be a smooth uniform coat and shall have a thickness of from 7 to 12 mils, after curing. The thickness of the coating shall be measured using magnetic thickness testing gages in accordance with Test Method Tex-728-I.

The coating film shall be fully cured. Sufficient checks shall be made to assure that each coated production lot is supplied in a fully cured condition.

(4) Continuity of Coating. The applicator shall check the coating for continuity after curing. The coating shall be free from holes, voids, cracks, contamination and damaged areas discernible to the unaided eye.

For reinforcing bars a 67 1/2 volt D.C. in-line holiday detector, such as Tinker and Rasor Model M-1 or approved equivalent, shall be used to check the coating for holidays. There shall be no more than two (2) holidays (pinholes not visually discernible) in any linear foot of a coated reinforcing bar.

Holiday checks to determine acceptability of wire or welded wire fabric shall be made at the manufacturer's plant with a 67 1/2 volt D.C. holiday detector. For wire, there shall not be more than an average of two (2) holidays per linear foot of wire. For welded wire fabric, there shall not be more than an average of four (4) holidays per linear foot of wire in welded wire fabric when the wire spacings are four (4) inches or more, or six (6) holidays per linear foot of wire when the spacings are less than four (4) inches. Uncoated areas at cut ends shall not be counted, nor shall sharp edges (weld spurs) at intersections be counted as holidays. When measuring the number of holidays, at least 1/2 inch of wire must be included on each side of the intersections being checked.

(5) Repair of Coating. Material for repair of the coating shall comply with the requirements in "Epoxy Coating" of this Item. Repairs shall be made in accordance with procedures recommended by the manufacturer of the epoxy coating powder. Areas to be patched shall receive at least the same coating thickness as required for the original coating.

All visible damage to the coating shall be repaired.

Sawed and sheared ends, cuts, breaks and/or other damage shall be repaired promptly before additional oxidation occurs. Areas to be repaired shall be clean and free from surface contaminants. Repairs shall be made in the shop or in the field as required.

The acceptable amount of patched area at the applicator shall not exceed 1/4 inch total length in any linear foot.

(6) Sampling and Testing. Sampling and testing of coated reinforcement shall be in accordance

with Test Method Tex-739-I.

(7) Identification and Documentation. Identification of all reinforcing shall be maintained throughout the coating and fabrication process and until delivery to the project site.

For all production of coated reinforcing steel to be used on Department projects, the manufacturer shall furnish to the Engineer two (2) copies of a written certification that the coated reinforcing steel meets the requirements of this specification and two (2) copies of the manufacturer's control tests.

(8) Handling. All systems for handling coated reinforcement shall have padded contact areas. Bundling bands shall be padded or suitable banding shall be used to prevent damage to the coating. Bundles of coated reinforcement shall be lifted with a strong back, spreader bar, multiple supports or a platform bridge. The bundled reinforcement shall be transported with care and stored on protective cribbing. The coated reinforcement shall not be dropped or dragged.

(9) Construction Methods. Flame cutting will not be permitted on coated reinforcement. Saw or shear cutting will be permitted with permission of the Engineer. Cut ends shall be coated as specified in "Repair of Coating" of this Item.

Welding or mechanical coupling of coated reinforcing steel will not be permitted except where specifically shown on the plans. The epoxy coating shall be completely removed a minimum of six (6) inches beyond the weld limits prior to welding and two (2) inches beyond the limits of the coupler prior to assembly. After welding or coupling, the steel shall be cleaned of all oil, grease, moisture, dirt, welding contamination (slag and/or acid residue) and rust to a near white finish. The existing epoxy shall be checked for damage. Any damaged or loose epoxy shall be removed back to sound epoxy coating.

After proper cleaning, the splice area shall be coated with epoxy repair material to a thickness of 7 to 12 mils. A second application of repair material shall be applied to the bar and coupler interface to insure complete sealing of the joint.

1.12 MEASUREMENT AND PAYMENT

Except as specified below, the work performed, materials furnished, and all labor, tools, equipment and incidentals necessary to complete the work under this Item will not be measured or paid for directly, but will be considered subsidiary to the various bid items of the contract.

The quantities of reinforcing steel shown on the plans are estimates and are for the Contractor's information.

Compensation for adjustment of reinforcing steel quantities will be as follows:

(1) When the reinforcing steel quantity for a complete structure element has been erroneously included in or omitted from the quantities shown on the plans, the quantity for that element will be added or deducted for payment. A complete structure element will be the smallest portion of a total structure for which a corresponding quantity of concrete is included on the plans. Additional payment or reduction in payment for quantities revised in this manner will be made accordingly, in accordance with Article 4.3.

(2) When the plan quantity for reinforcing steel for a complete structure element is in error by five (5) percent or more, a recalculation will be made and payment will be increased or reduced accordingly in accordance with Article 4.3.

(3) When quantities for reinforcing steel are revised by a change in design, the change in quantities will be calculated. Additional payment or reduction in payment for quantities revised in this manner will be made accordingly, in accordance with Article 4.3.

The party to the contract requesting the adjustment shall present to the other one (1) copy of the description and location, together with calculations of the quantity for the structure element involved. When this quantity is certified correct by the Engineer, it will become the basis for additional or reduced payment.

END OF SECTION 032000

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.

B. Related Requirements:
1. Section 315000 “Excavation Support and Protection” for excavations of cast-in-place concrete foundation elements.
2. Section 321313 "Concrete Paving" for concrete pavement and walks.

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.

B. W/C Ratio: The ratio by weight of water to cementitious materials.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Before submitting design mixtures, review concrete design mixture and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:

a. Contractor's superintendent.
b. Independent testing agency responsible for concrete design mixtures.
c. Ready-mix concrete manufacturer.
d. Concrete Subcontractor.
e. Special concrete finish Subcontractor.

2. Review special inspection and testing and inspecting agency procedures for field quality control, concrete finishes and finishing, cold- and hot-weather concreting procedures, curing procedures, construction contraction and isolation joints, and joint-filler strips, semi rigid joint fillers, forms and form removal limitations, shoring and reshoring procedures, vapor-retarder installation, anchor rod and anchorage device installation

tolerances, steel reinforcement installation, methods for achieving specified floor and slab flatness and levelness floor and slab flatness and levelness measurement, concrete repair procedures, and concrete protection.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.

1. Indicate amounts of mixing water to be withheld for later addition at Project site.

C. Steel Reinforcement Shop Drawings: Placing Drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.

D. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.

1. Location of construction joints is subject to approval of the Project Coordinator.

E. Samples: For water stops vapor retarder.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer manufacturer testing agency.

B. Welding certificates.

C. Material Certificates: For each of the following, signed by manufacturers:

1. Cementitious materials.
2. Admixtures.
3. Form materials and form-release agents.
4. Steel reinforcement and accessories.
5. Fiber reinforcement.
6. Water stops.
7. Curing compounds.
8. Floor and slab treatments.
9. Bonding agents.
10. Adhesives.
11. Vapor retarders.
12. Semi rigid joint filler.
13. Joint-filler strips.
14. Repair materials.

D. Material Test Reports: For the following, from a qualified testing agency:

1. Aggregates: Include service record data indicating absence of deleterious expansion of concrete due to alkali aggregate reactivity.

E. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer, detailing fabrication, assembly, and support of formwork.

1. Shoring and Reshoring: Indicate proposed schedule and sequence of stripping formwork, shoring removal, and reshoring installation and removal.

F. Floor surface flatness and levelness measurements indicating compliance with specified tolerances.

G. Field quality-control reports.

H. Minutes of preinstallation conference.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.

B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

C. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician, Grade II.

D. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4/D 1.4M.

E. Mockups: Cast concrete slab-on-grade and formed-surface panels to demonstrate typical joints, surface finish, texture, tolerances, floor treatments, and standard of workmanship.

1. Build panel approximately 200 sq. ft. for slab-on-grade and 100 sq. ft. for formed surface in the location indicated or, if not indicated, as directed by Project Coordinator.
2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on concrete mixtures.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.

B. Water stops: Store water stops under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

1.10 FIELD CONDITIONS

A. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

B. Hot-Weather Placement: Comply with ACI 301 and ACI 305.1, and as follows:

1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:

1. ACI 301.
2. ACI 305
3. ACI 318
4. ACI 360.
5. ACI 117.

2.2 FORM-FACING MATERIALS

A. Smooth-Formed Finished Concrete: Form-facing panels that provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.

1. Plywood, metal, or other approved panel materials.
2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:

a. High-density overlay, Class 1 or better.
b. Medium-density overlay, Class 1 or better; mill-release agent treated and edge sealed.
c. Structural 1, B-B or better; mill oiled and edge sealed.
d. B-B (Concrete Form), Class 1 or better; mill oiled and edge sealed.

3. Overlaid Finnish birch plywood.

B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

C. Forms for Cylindrical Columns, Pedestals, and Supports: Metal, glass-fiber-reinforced plastic, paper, or fiber tubes that produce surfaces with gradual or abrupt irregularities not exceeding specified formwork surface class. Provide units with sufficient wall thickness to resist plastic concrete loads without detrimental deformation.

D. Pan-Type Forms: Glass-fiber-reinforced plastic or formed steel, stiffened to resist plastic concrete loads without detrimental deformation.

E. Void Forms: Biodegradable paper surface, treated for moisture resistance, structurally sufficient to support weight of plastic concrete and other superimposed loads.

F. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.

G. Rustication Strips: Wood, metal, PVC, or rubber strips, kerfed for ease of form removal.

H. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.

1. Formulate form-release agent with rust inhibitor for steel form-facing materials.

I. Form Ties: Factory-fabricated, removable or snap-off glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.

1. Furnish units that leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.
2. Furnish ties that, when removed, leave holes no larger than 1 inch in diameter in concrete surface.
3. Furnish ties with integral water-barrier plates to walls indicated to receive damp proofing or waterproofing.

2.3 STEEL REINFORCEMENT

A. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.

B. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.

C. Low-Alloy-Steel Reinforcing Bars: ASTM A 706/A 706M, deformed.

D. Steel Bar Mats: ASTM A 184/A 184M, fabricated from ASTM A 615/A 615M, Grade 60 ASTM A 706/A 706M, deformed bars, assembled with clips.

E. Plain-Steel Wire: ASTM A 1064/A 1064M, as drawn.

F. Deformed-Steel Wire: ASTM A 1064/A 1064M.

2.4 REINFORCEMENT ACCESSORIES

A. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60, plain-steel bars, cut true to length with ends square and free of burrs.

B. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating; compatible with epoxy coating on reinforcement and complying with ASTM A 775/A 775M.

C. Zinc Repair Material: ASTM A 780/A 780M.

D. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:

1. For concrete surfaces exposed to view, where legs of wire bar support contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.
2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.
3. For zinc-coated reinforcement, use galvanized wire or dielectric-polymer-coated wire bar supports.

2.5 CONCRETE MATERIALS

A. Regional Materials: Concrete shall be manufactured within 500 miles of Project site from aggregates and cementitious materials that have been extracted, harvested, or recovered, as well as manufactured, within 500 miles of Project site.

B. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.

C. Cementitious Materials:

1. Portland Cement: ASTM C 150/C 150M, Type I/II, gray.
2. Fly Ash: ASTM C 618, Class F or C.
3. Slag Cement: ASTM C 989/C 989M, Grade 100 or 120.
4. Blended Hydraulic Cement: ASTM C 595/C 595M, Type IS, portland blast-furnace slag Type IP, portland-pozzolan Type IT, ternary blended cement.
5. Silica Fume: ASTM C 1240, amorphous silica.

D. Normal-Weight Aggregates: ASTM C 33/C 33M, Class 3S coarse aggregate or better, graded. Provide aggregates from a single source with documented service record data of at least 10 years' satisfactory service in similar applications and service conditions using similar aggregates and cementitious materials.

1. Maximum Coarse-Aggregate Size: 1.5 inch nominal.
2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

E. Lightweight Aggregate: ASTM C 330/C 330M, 1-inch nominal maximum aggregate size.

F. Air-Entraining Admixture: ASTM C 260/C 260M.

G. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. Retarding Admixture: ASTM C 494/C 494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

H. Set-Accelerating Corrosion-Inhibiting Admixture: Commercially formulated, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete and complying with ASTM C 494/C 494M, Type C.

I. Non-Set-Accelerating Corrosion-Inhibiting Admixture: Commercially formulated, non-set-accelerating, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete.

J. Color Pigment: ASTM C 979/C 979M, synthetic mineral-oxide pigments or colored water-reducing admixtures; color stable, free of carbon black, nonfading, and resistant to lime and other alkalis.

1. Color: As selected by Project Coordinator from manufacturer's full range.

K. Water: ASTM C 94/C 94M and potable.

2.6 WATERSTOPS

A. Flexible Rubber Water stops: CE CRD-C 513, with factory-installed metal eyelets, for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections, and directional changes.

1. Profile: Ribbed without center bulb.
2. Dimensions: 6 inches by 3/8 inch thick; nontapered.

B. Flexible PVC Water stops: CE CRD-C 572, with factory-installed metal eyelets, for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections, and directional changes.

1. Profile: Ribbed without center bulb.
2. Dimensions: 6 inches by 3/8 inch thick; nontapered.

C. Self-Expanding Butyl Strip Water stops: Manufactured rectangular or trapezoidal strip, butyl rubber with sodium bentonite or other hydrophilic polymers, for adhesive bonding to concrete, 3/4 by 1 inch.

D. Self-Expanding Rubber Strip Water stops: Manufactured rectangular or trapezoidal strip, bentonite-free hydrophilic polymer-modified chloroprene rubber, for adhesive bonding to concrete, 3/8 by 3/4 inch.

2.7 VAPOR RETARDERS

A. Sheet Vapor Barrier: ASTM E 1745, Class A, except with maximum water-vapor permeance of 0.006. Include manufacturer's recommended adhesive or pressure-sensitive tape.

B. Sheet Vapor Retarder: Polyethylene sheet, ASTM D 4397, not less than 15 mils thick.
1. Water-Vapor Permeance: 0.0011 grains/h x sq. ft. x inches Hg; ASTM E 154.
2. Tensile Strength: 140 lbf/inch; ASTM E 154.
3. Puncture Resistance: 90 lbf; ASTM E 154.

2.8 CURING MATERIALS

A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.

B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.

C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

D. Water: Potable.

E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

F. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, nondissipating, certified by curing compound manufacturer to not interfere with bonding of floor covering.

G. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, 18 to 25 percent solids, nondissipating, certified by curing compound manufacturer to not interfere with bonding of floor covering.

H. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

1. Products shall comply with the requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

I. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

1. Products shall comply with the requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

2.9 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber or ASTM D 1752, cork or self-expanding cork.

B. Semi rigid Joint Filler: Two-component, semi rigid, 100 percent solids, epoxy resin with a Type A shore durometer hardness of 80 according to ASTM D 2240.

C. Bonding Agent: ASTM C 1059/C 1059M, Type II, nonredispersible, acrylic emulsion or styrene butadiene.

D. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements, and as follows:

1. Types I and II, nonload bearing Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

E. Reglets: Fabricate reglets of not less than 0.022-inch- thick, galvanized-steel sheet. Temporarily fill or cover face opening of reglet to prevent intrusion of concrete or debris.

F. Dovetail Anchor Slots: Hot-dip galvanized-steel sheet, not less than 0.034 inch thick, with bent tab anchors. Temporarily fill or cover face opening of slots to prevent intrusion of concrete or debris.

2.10 REPAIR MATERIALS

A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch and that can be feathered at edges to match adjacent floor elevations.

1. Cement Binder: ASTM C 150/C 150M, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by underlayment manufacturer.
4. Compressive Strength: Not less than 4100 psi at 28 days when tested according to ASTM C 109/C 109M.

B. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch and that can be filled in over a scarified surface to match adjacent floor elevations.

1. Cement Binder: ASTM C 150/C 150M, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by topping manufacturer.
4. Compressive Strength: Not less than 5000 psi at 28 days when tested according to ASTM C 109/C 109M.

2.11 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.

1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.

B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash: 25 percent.
2. Combined Fly Ash and Pozzolan: 25 percent.
3. Slag Cement: 50 percent.
4. Combined Fly Ash or Pozzolan and Slag Cement: 50 percent portland cement minimum, with fly ash or pozzolan not exceeding 25 percent.
5. Silica Fume: 10 percent.
6. Combined Fly Ash, Pozzolans, and Silica Fume: 35 percent with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.
7. Combined Fly Ash or Pozzolans, Slag Cement, and Silica Fume: 50 percent with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.

C. Limit water-soluble, chloride-ion content in hardened concrete to 0.06 percent by weight of cement.

D. Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use high-range water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a w/c ratio below 0.50.
4. Use corrosion-inhibiting admixture in concrete mixtures where indicated.

E. Color Pigment: Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.

2.12 CONCRETE MIXTURES FOR BUILDING ELEMENTS

A. Foundation Grade beams: Normal-weight concrete.

1. Minimum Compressive Strength: 4000 psi at 28 days.
2. Maximum W/C Ratio: 0.45.
3. Slump Limit: 4 inches 8 inches for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch.
4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 1-inch nominal maximum aggregate size.

B. Slabs-on-Grade: Normal-weight concrete.

1. Minimum Compressive Strength: 4000 psi at 28 days.
2. Maximum W/C Ratio: 0.45.
3. Minimum Cementitious Materials Content: 470 lb/cu. yd..
4. Slump Limit: 5 inches, plus or minus 1 inch.
5. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 1-inch nominal maximum aggregate size.
6. Air Content: Do not allow air content of trowel-finished floors to exceed 3 percent.

2.13 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.14 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.

1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.

1. For mixer capacity of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
2. For mixer capacity larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd..
3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixture time, quantity, and amount of water added. Record approximate location of final deposit in structure.

PART 3 - EXECUTION

3.1 FORMWORK INSTALLATION

A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.

B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.

C. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:

1. Class A, 1/8 inch for smooth-formed finished surfaces.
2. Class C, 1/2 inch for rough-formed finished surfaces.

D. Construct forms tight enough to prevent loss of concrete mortar.

E. Construct forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.

1. Install keyways, reglets, recesses, and the like, for easy removal.
2. Do not use rust-stained steel form-facing material.

F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.

G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.

H. Chamfer exterior corners and edges of permanently exposed concrete.

I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.

J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 EMBEDDED ITEM INSTALLATION

A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.
2. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.
3. Install dovetail anchor slots in concrete structures as indicated.

3.3 REMOVING AND REUSING FORMS

A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations, and curing and protection operations need to be maintained.

1. Leave formwork for beam soffits, joists, slabs, and other structural elements that support weight of concrete in place until concrete has achieved at least 70 percent of its 28-day design compressive strength.
2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.

B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material are not acceptable for exposed surfaces. Apply new form-release agent.

C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Project Coordinator.

3.4 SHORING AND RESHORING INSTALLATION

A. Comply with ACI 318 and ACI 301 for design, installation, and removal of shoring and reshoring.

1. Do not remove shoring or reshoring until measurement of slab tolerances is complete.

B. In multistory construction, extend shoring or reshoring over a sufficient number of stories to distribute loads in such a manner that no floor or member will be excessively loaded or will induce tensile stress in concrete members without sufficient steel reinforcement.

C. Plan sequence of removal of shores and reshore to avoid damage to concrete. Locate and provide adequate reshoring to support construction without excessive stress or deflection.

3.5 VAPOR-BARRIER INSTALLATION

A. Sheet Vapor Barriers: Place, protect, and repair sheet vapor retarder according to ASTM E 1643 and manufacturer's written instructions.

1. Lap joints 6 inches and seal with manufacturer's recommended tape.

3.6 STEEL REINFORCEMENT INSTALLATION

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.

C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.

1. Weld reinforcing bars according to AWS D1.4/D 1.4M, where indicated.

D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

E. Install welded-wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

3.7 JOINTS

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Project Coordinator.

1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
2. Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete.
3. Locate joints for beams, slabs, joists, and girders in the middle third of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
4. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.

D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated.
2. Terminate full-width joint-filler strips not less than 1/2 inch or more than 1 inch below finished concrete surface where joint sealants, specified in Section 079200 "Joint Sealants," are indicated.
3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.

E. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

3.8 WATERSTOP INSTALLATION

A. Flexible Water stops: Install in construction joints and at other joints indicated to form a continuous diaphragm. Install in longest lengths practicable. Support and protect exposed water stops during progress of the Work. Field fabricate joints in water stops according to manufacturer's written instructions.

B. Self-Expanding Strip Water stops: Install in construction joints and at other locations indicated, according to manufacturer's written instructions, adhesive bonding, mechanically fastening, and firmly pressing into place. Install in longest lengths practicable.

3.9 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections are completed.

B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Project Coordinator.

C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.

1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.

1. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.

1. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
2. Maintain reinforcement in position on chairs during concrete placement.
3. Screed slab surfaces with a straightedge and strike off to correct elevations.
4. Slope surfaces uniformly to drains where required.
5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleed water appears on the surface. Do not further disturb slab surfaces before starting finishing operations.

3.10 FINISHING FORMED SURFACES

A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces not exposed to public view.

B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces exposed to public view, to receive a rubbed finish, or to be covered with a coating or covering material applied directly to concrete.

C. Rubbed Finish: Apply the following to smooth-formed-finished as-cast concrete where indicated:

1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
2. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix 1 part portland cement to 1-1/2 parts fine sand with a 1:1 mixture of bonding admixture and water. Add white portland cement in amounts determined by trial patches, so color of dry grout matches adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.
3. Cork-Floated Finish: Wet concrete surfaces and apply a stiff grout. Mix 1 part portland cement and 1-part fine sand with a 1:1 mixture of bonding agent and water. Add white portland cement in amounts determined by trial patches, so color of dry grout matches adjacent surfaces. Compress grout into voids by grinding surface. In a swirling motion, finish surface with a cork float.

D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.11 FINISHING FLOORS AND SLABS

A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes to produce a profile amplitude of 1/4 inch in one direction.

1. Apply scratch finish to surfaces indicated.

C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power-driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture.

1. Apply float finish to surfaces to receive trowel finish.

D. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.

1. Apply a trowel finish to surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.
2. Finish surfaces to the following tolerances, according to ASTM E 1155, for a randomly trafficked floor surface:
   a. Specified overall values of flatness, F(F) 35; and of levelness, F(L) 25; with minimum local values of flatness, F(F) 24; and of levelness, F(L) 17; for slabs-on-grade.

E. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces where ceramic or quarry tile is to be installed by either thickset or thin set method. While concrete is still plastic, slightly scarify surface with a fine broom.

1. Comply with flatness and levelness tolerances for trowel-finished floor surfaces.

F. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated.

1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Project Coordinator before application.

3.12 MISCELLANEOUS CONCRETE ITEM INSTALLATION

A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.

B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

C. Equipment Bases and Foundations:

1. Coordinate sizes and locations of concrete bases with actual equipment provided.
2. Construct concrete bases 6 inches high unless otherwise indicated, and extend base not less than 6 inches in each direction beyond the maximum dimensions of supported equipment unless otherwise indicated or unless required for seismic anchor support.
3. Minimum Compressive Strength: 3500 psi at 28 days.
4. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around the full perimeter of concrete base.
5. For supported equipment, install epoxy-coated anchor bolts that extend through concrete base and anchor into structural concrete substrate.

6. Prior to pouring concrete, place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
7. Cast anchor-bolt insert into bases. Install anchor bolts to elevations required for proper attachment to supported equipment.

D. Steel Pan Stairs: Provide concrete fill for steel pan stair treads, landings, and associated items. Cast-in inserts and accessories as shown on Drawings. Screed, tamp, and trowel finish concrete surfaces.

3.13 CONCRETE PROTECTING AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 305.1 for hot-weather protection during curing.

B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for remainder of curing period.

D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.

E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

    a. Water.
    b. Continuous water-fog spray.
    c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.

    a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
    b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.

c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer certifies does not interfere with bonding of floor covering used on Project.

3.14 LIQUID FLOOR TREATMENT APPLICATION

A. Penetrating Liquid Floor Treatment: Prepare, apply, and finish penetrating liquid floor treatment according to manufacturer's written instructions.

1. Remove curing compounds, sealers, oil, dirt, laitance, and other contaminants and complete surface repairs.
2. Do not apply to concrete that is less than seven days' old.
3. Apply liquid until surface is saturated, scrubbing into surface until a gel forms; rewet; and repeat brooming or scrubbing. Rinse with water; remove excess material until surface is dry. Apply a second coat in a similar manner if surface is rough or porous.

B. Sealing Coat: Uniformly apply a continuous sealing coat of curing and sealing compound to hardened concrete by power spray or roller according to manufacturer's written instructions.

3.15 JOINT FILLING

A. Prepare, clean, and install joint filler according to manufacturer's written instructions.

1. Defer joint filling until concrete has aged at least one month(s). Do not fill joints until construction traffic has permanently ceased.

B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joints clean and dry.

C. Install semi rigid joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.

3.16 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by Project Coordinator. Remove and replace concrete that cannot be repaired and patched to Project Coordinator's approval.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.

C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.

1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension to solid concrete. Limit cut depth to 3/4 inch. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding

agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.

2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar matches surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Project Coordinator.

D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

1. Repair finished surfaces containing defects. Surface defects include spalls, pop outs, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
2. After concrete has cured at least 14 days, correct high areas by grinding.
3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
6. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
7. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

E. Perform structural repairs of concrete, subject to Project Coordinator's approval, using epoxy adhesive and patching mortar.

F. Repair materials and installation not specified above may be used, subject to Project Coordinator's approval.

3.17 FIELD QUALITY CONTROL

A. Special Inspections: City will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.

B. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.

C. Inspections:

1. Steel reinforcement placement.
2. Steel reinforcement welding.
3. Headed bolts and studs.
4. Verification of use of required design mixture.
5. Concrete placement, including conveying and depositing.
6. Curing procedures and maintenance of curing temperature.
7. Verification of concrete strength before removal of shores and forms from beams and slabs.

D. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172/C 172M shall be performed according to the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
2. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. or fraction thereof of each concrete mixture placed each day.

    a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

3. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
4. Air Content: ASTM C 231/C 231M, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
5. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below or 80 deg F and above, and one test for each composite sample.
6. Unit Weight: ASTM C 567/C 567M, fresh unit weight of structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
7. Compression Test Specimens: ASTM C 31/C 31M.

    a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
    b. Cast and field cure two sets of two standard cylinder specimens for each composite sample.

8. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.

    a. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.
    b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.

9. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
10. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
11. Test results shall be reported in writing to Project Coordinator, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
12. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Project Coordinator but will not be used as sole basis for approval or rejection of concrete.
13. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Project Coordinator. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Project Coordinator.
14. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
15. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

E. Measure floor and slab flatness and levelness according to ASTM E 1155 within 24 hours of finishing.

3.18 PROTECTION OF LIQUID FLOOR TREATMENTS

A. Protect liquid floor treatment from damage and wear during the remainder of construction period. Use protective methods and materials, including temporary covering, recommended in writing by liquid floor treatments installer.

END OF SECTION 033000

SECTION 311000 – SITE CLEARING

PART 1 - GENERAL

1.1 DESCRIPTION:

A. Provide complete earthwork for rough and fine grading.

1.2 RELATED WORK SPECIFIED ELSEWHERE:

A. Turf and Grasses Section 329200

1.3 REFERENCES:

A. ASTM D698 - Moisture Density Relations of Soils

1.4 DEFINITIONS:

A. Classification: Excavated materials shall not be classified with reference to type, and the term "excavation" includes all material encountered at site without regard to its physical properties, characteristics or composition.

1.5 SUBMITTALS:

A. Samples: Submit adequate samples of each proposed soil material to site for Project Coordinators review and approval.

B. Test Reports: Submit following laboratory analysis of each soil material, including on-site materials proposed for use on project.
1. Select Fill: Soil type, liquid limit and plasticity index.
2. On-site Suitable Fill: Soil type, liquid limit and plasticity index.
3. Imported Top soil: Soil type, physical and chemical analysis.

1.6 PROTECTIONS:

A. Provide dewatering and drainage necessary to keep excavations free of water.

B. Provide for surface drainage to keep site free of surface water.

C. Do not cut or fill within the drip line of existing trees scheduled to remain.

D. Protect reference points, benchmarks and monuments from damage or discoloration. Replace or repair immediately points damaged, destroyed or dislocated.

E. Protect and maintain conduits, drains, inlets, sewers, pipes and wires that remain on property.

F. Cover holes and trenches when work is not in progress. Fence or barricade changes of plane more than 45 degrees horizontally and more than three feet vertically.

G. Protect adjacent lawn and other surfaces and improvements outside grading limits. Repair any damage immediately.

H. Protect areas from erosion. Provide temporary silt control barriers during construction and remove barriers prior to job completion.

PART 2 - PRODUCTS

2.1 SELECT FILL:

A. Cohesive fill with liquid limit of less than 35 percent and plasticity index ranging from 5 to 15. Select fill shall be free of any lumps or stones larger than two-and-one-half inches (2½") in diameter. Free of trash, litter, and debris not considered part of the soil matrix.

2.2 IMPORTED TOPSOIL:

A. Friable, dark loamy soil, fertile, free from rubble, stones, clay lumps, extraneous material, plant roots and reasonably free of weeds. Topsoil containing Nutgrass or Dallisgrass shall be rejected. Delivery tickets shall be provided for verifying quantities.

B. Physical properties as follows:
Clay - Between 7-27 percent
Silt - Between 28-50 percent
Sand - Less than 52 percent.

2.3 SITE TOPSOIL:

A. Suitable topsoil material as excavated from on-site.

B. Suitable soil is defined as dark brown sandy clay loam or dark brown blackland topsoil free of rocks greater than 1½" in diameter, caliche subsoils, weeds, roots and other objectionable materials. The Project Coordinator and/or Landscape Architect will determine suitable soil.

2.4 SUBSOIL MATERIAL:

A. Soil excavated from construction areas free of rocks (larger than 3") and construction debris.

2.5 STOCKPILES:

A. Topsoil and excess subsoil material cut from construction areas which are suitable for fill and backfill as defined above shall be stockpiled in separate piles on site as directed by Project Coordinator or indicated on drawings. Location of stockpiles shall be subject to approval of City.

2.6 SURPLUS MATERIALS:

A. Remove from site any excess materials, silt and excavated materials unsuitable for use as fill and backfill. Materials containing rubbish or debris shall be immediately removed and legally disposed of off-site.

PART 3 - EXECUTION:

3.1 PREPARATION:

A. Contact utility companies to verify and locate on-site utilities.

B. Remove any abandoned or inactive utilities to point not less than two feet (2') below finish grade. Plug or cap remaining lines in a manner acceptable to utility company.

C. Report encounter of active utilities not indicated by the drawings to Project Coordinator and/or Landscape Architect. Disposition shall be as directed with adjustment on Contract amount. Extra payment will not be authorized for work that could have been foreseen by careful examination of site, review of drawings or by notification of the appropriate utility company.

D. Notify respective utility companies of damage caused to active utilities and protect active utilities pending instruction for disposition.

E. Verify that drainage systems are complete.

3.2 GRADING:

A. In areas of construction, areas requiring cutting and filling and areas receiving new paving (except areas under existing trees), strip grass and other vegetation and remove from site.

B. Strip upper six inches (6") of existing suitable topsoil from excavated areas and stockpile for redistribution if this material is needed for finish grading.

C. Excavate and rough grade to lines and grades shown.

D. Maintain excavations to drain and keep free of excess water. Ponding of water on-site will not be permitted.

E. Remove objectionable and excess materials from site when excavated.

3.2 FILLS:

A. General: Prior to placing fill, roughen and loosen areas to a depth of 6 inches (6"). Place fill in layers approximately parallel to finish grades and in successive layers for full width of individual cross section. Use select fill beneath paved areas.

B. Lawn Areas: Place fill in loose lifts of eight inches (8") maximum thickness and compact to density of adjacent soil. Top two inches (2") of fill shall be topsoil.

C. Paved Areas: Place fill in loose lifts of eight inches (8") maximum thickness and compact to 95 percent (95%) density at (optimum to +4%) optimum moisture content as determined by ASTM D698.

3.3 PLANTING:

A. Backfill with clean topsoil lightly compacted.

B. After backfilling, rough grade to an elevation of four inches (4") below finish grades in shrub, ground cover and seasonal color beds in preparation for bed mix material (compost) specified in Section 329113.

3.4 EXPLOSIVES:

A. **Use of explosives is strictly prohibited.**

3.5 FINISH GRADING:

A. After rough grading has been completed and site cleared of construction debris, cover lawn areas with a layer of topsoil not less than two inches (2") thick to new finish grades.

B. Final grades shall be as shown, sloping away from home lots, buildings, play areas and providing positive drainage for area. Ponding of water on-site will not be permitted.

C. Remove excess stockpiled material, debris, waster and other material from site and leave work in clean-finished condition for final acceptance. Contractor is responsible for disposal of debris and excess materials.

3.6 FIELD QUALITY CONTROL:

A. In-place density testing of compacted sub-grade beneath paving as specified.

END OF SECTION 311000

312000 – EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Excavating and filling for rough grading the Site.
2. Preparing subgrades for slabs-on-grade, walks and pavements.
3. Excavating and backfilling for buildings and structures.
4. Drainage course for concrete slabs-on-grade.
5. Subbase course for concrete walks and pavements.
6. Subsurface drainage backfill for walls and trenches.
7. Excavating and backfilling trenches for utilities and pits for buried utility structures.

B. Related Requirements:
1. Section 311000 "Site Clearing" for site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.
2. Section 315000 "Excavation Support and Protection" for shoring, bracing, and sheet piling of excavations.

1.3 DEFINITIONS

A. Backfill: Soil material or controlled low-strength material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.

C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Engineer or Landscape Project Coordinator. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices.
2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Project Coordinator. Unauthorized excavation, as well as remedial work directed by Engineer or Landscape Project Coordinator, shall be without additional compensation.

G. Fill: Soil materials used to raise existing grades.

H. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material 3/4 cu. yd. or more in volume that exceed a standard penetration resistance of 100 blows/2 inches when tested by a geotechnical testing agency, according to ASTM D1586.

I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

J. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

K. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

L. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

1.4 PREINSTALLATION MEETINGS

A. Pre-installation Conference: Conduct pre-excavation conference at project site or an agreed upon location.

1. Review methods and procedures related to earthmoving, including, but not limited to, the following:

a. Personnel and equipment needed to make progress and avoid delays.
b. Coordination of Work with utility locator service.
c. Extent of trenching by hand or with air spade.
d. Field quality control.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of the following manufactured products required:

1. Geotextiles.
2. Controlled low-strength material, including design mixture.
3. Geofoam.
4. Warning tapes.

B. Samples for Verification: For the following products, in sizes indicated below:

1. Geotextile: 12 by 12 inches.
2. Warning Tape: 12 inches long; of each color.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified testing agency.

B. Material Test Reports: For each on-site soil material proposed for fill and backfill as follows:

C. Pre-excavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earth-moving operations. Submit before earth moving begins.

1.7 QUALITY ASSURANCE

A. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E329 and ASTM D3740 for testing indicated.

1.8 FIELD CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth-moving operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from City and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed traffic ways if required by City or authorities having jurisdiction.

B. Utility Locator Service: Notify utility locator service or "Call Before You Dig" for area where Project is located before beginning earth-moving operations.

C. Do not commence earth-moving operations until temporary site fencing and erosion- and sedimentation-control measures specified in Section 015000 "Temporary Facilities and Controls" and Section 311000 "Site Clearing" are in place.

D. The following practices are prohibited within protection zones:

1. Storage of construction materials, debris, or excavated material.
2. Parking vehicles or equipment.
3. Foot traffic.
4. Erection of sheds or structures.
5. Impoundment of water.

6. Excavation or other digging unless otherwise indicated.
7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

E. Do not direct vehicle or equipment exhaust towards protection zones.

F. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D2487, Groups A-1, A-2-4, A-2-5, and A-3 according to AASHTO M 145, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D2487, Groups A-2-6, A-2-7, A-4, A-5, A-6, and A-7 according to AASHTO M 145, or a combination of these groups.

1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.

F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.

H. Drainage Course: Narrowly graded mixture of washed, crushed stone, or crushed or uncrushed gravel; ASTM D448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and zero to 5 percent passing a No. 8 sieve.

I. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and zero to 5 percent passing a No. 4 sieve.

J. Sand: ASTM C33/C33M; fine aggregate.

K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 ACCESSORIES

A. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored as follows:

1. Red: Electric.
2. Yellow: Gas, oil, steam, and dangerous materials.
3. Orange: Telephone and other communications.
4. Blue: Water systems.
5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.

B. Protect and maintain erosion and sedimentation controls during earth-moving operations.

C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

A. Provide dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.

B. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

C. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

D. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water and sediment in a manner that avoids inconvenience to others.

3.3 EXPLOSIVES

A. Explosives: Do not use explosives.

3.4 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:

    a. 24 inches outside of concrete forms other than at footings.
    b. 12 inches outside of concrete forms at footings.
    c. 6 inches outside of minimum required dimensions of concrete cast against grade.
    d. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
    e. 6 inches beneath bottom of concrete slabs-on-grade.
    f. 6 inches beneath pipe in trenches and the greater of 24 inches wider than pipe or 42 inches wide.

3.5 EXCAVATION FOR STRUCTURES

A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

3.6 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.7 EXCAVATION FOR UTILITY TRENCHES

A. Excavate trenches to indicated gradients, lines, depths, and elevations.

1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.

B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches (300 mm) higher than top of pipe or conduit unless otherwise indicated.

1. Clearance: 12 inches each side of pipe or conduit.

C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

1. For pipes and conduit less than 6 inches in nominal diameter, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe or conduit circumference. Fill depressions with tamped sand backfill.
3. For flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support conduit on an undisturbed subgrade.
4. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

3.8 SUBGRADE INSPECTION

A. Notify Project Coordinator when excavations have reached required subgrade.

B. If Project Coordinator determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.

C. Proof-roll subgrade below the building slabs and pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Project Coordinator, and replace with compacted backfill or fill as directed.

D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices.

E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Project Coordinator, without additional compensation.

3.9 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean

concrete fill, with 28-day compressive strength of 2500 psi may be used when approved by Project Coordinator.

1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Project Coordinator.

3.10 STORAGE OF SOIL MATERIALS

A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.11 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing the following:

1. Construction below finish grade including, where applicable, sub-drainage, damp proofing, waterproofing, and perimeter insulation.
2. Surveying locations of underground utilities for Record Documents.
3. Testing and inspecting underground utilities.
4. Removing concrete formwork.
5. Removing trash and debris.
6. Removing temporary shoring, bracing, and sheeting.
7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.12 UTILITY TRENCH BACKFILL

A. Place backfill on subgrades free of mud, frost, snow, or ice.

B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

C. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Section 033000 "Cast-in-Place Concrete."

D. Trenches under Roadways: Provide 4-inch thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase course. Concrete is specified in Section 033000 "Cast-in-Place Concrete."

E. Backfill voids with satisfactory soil while removing shoring and bracing.

F. Initial Backfill:

1. Soil Backfill: Place and compact initial backfill of satisfactory soil, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.

    a. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.

2. Controlled Low-Strength Material: Place initial backfill of controlled low-strength material to a height of 12 inches over the pipe or conduit. Coordinate backfilling with utilities testing.

G. Final Backfill:

1. Soil Backfill: Place and compact final backfill of satisfactory soil to final subgrade elevation.

H. Warning Tape: Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.13 SOIL FILL

A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

B. Place and compact fill material in layers to required elevations as follows:

1. Under grass and planted areas, use satisfactory soil material.
2. Under walks and pavements, use satisfactory soil material.
3. Under steps and ramps, use engineered fill.
4. Under building slabs, use engineered fill.
5. Under footings and foundations, use engineered fill.

C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.14 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.15 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.

C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D698:

1. Under structures, building slabs, steps, and pavements, scarify and re-compact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
2. Under walkways, scarify and re-compact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 92 percent.
3. Under turf or unpaved areas, scarify and re-compact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.
4. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent.

3.16 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances:

1. Turf or Unpaved Areas: Plus or minus 1 inch.
2. Walks: Plus or minus 1 inch.
3. Pavements: Plus or minus 1/2 inch.

C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

3.17 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

A. On prepared subgrade, place subbase course and base course under pavements and walks as follows:

1. Install separation geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
2. Place base course material over subbase course under hot-mix asphalt pavement.

3. Shape subbase course to required crown elevations and cross-slope grades.
4. Place subbase course 6 inches or less in compacted thickness in a single layer.
5. Place subbase course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
6. Compact subbase coarse at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D698.

3.18 DRAINAGE COURSE UNDER CONCRETE SLABS-ON-GRADE

A. Place drainage course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:

1. Install sub-drainage geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
2. Place drainage course 6 inches or less in compacted thickness in a single layer.
3. Place drainage course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
4. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D698.

3.19 FIELD QUALITY CONTROL

A. Testing Agency: City will engage a qualified geotechnical engineering testing agency to perform tests and inspections.

3.20 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Project Coordinator; reshape and re-compact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.21 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off City's property.

END OF SECTION 312000

315000 – EXCAVATION SUPPORT AND PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes temporary excavation support and protection systems.

B. Related Requirements:

1. Section 312000 "Earth Moving" for excavating and backfilling, for controlling surface-water runoff and ponding, and for dewatering excavations.

1.3 PREINSTALLATION MEETINGS

A. Pre-installation Conference: Conduct conference at project site or an agreed upon location.

1. Review geotechnical report.
2. Review existing utilities and subsurface conditions.
3. Review coordination for interruption, shutoff, capping, and continuation of utility services.
4. Review proposed excavations.
5. Review proposed equipment.
6. Review monitoring of excavation support and protection system.
7. Review coordination with waterproofing.
8. Review abandonment or removal of excavation support and protection system.

1.4 ACTION SUBMITTALS

A. Shop Drawings: For excavation support and protection system, prepared by or under the supervision of a qualified professional engineer.

1. Include plans, elevations, sections, and details.
2. Show arrangement, locations, and details of soldier piles, piling, lagging, tiebacks, bracing, and other components of excavation support and protection system according to engineering design.
3. Indicate type and location of waterproofing.
4. Include a written plan for excavation support and protection, including sequence of construction of support and protection coordinated with progress of excavation.

B. Delegated-Design Submittal: For excavation support and protection systems, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For the following:

1. Land surveyor.

B. Contractor Calculations: For excavation support and protection system. Include analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

C. Existing Conditions: Using photographs or video recordings, show existing conditions of adjacent construction and site improvements that might be misconstrued as damage caused by inadequate performance of excavation support and protection systems. Submit before Work begins.

1.6 CLOSEOUT SUBMITTALS

A. Record Drawings: Identify locations and depths of capped utilities, abandoned-in-place support and protection systems, and other subsurface structural, electrical, or mechanical conditions.

1.7 FIELD CONDITIONS

A. Interruption of Existing Utilities: Do not interrupt any utility-serving facilities occupied by City or others unless permitted under the following conditions and then only after arranging to provide temporary utility according to requirements indicated:

1. Notify City and Engineer no fewer than two days in advance of proposed interruption of utility.
2. Do not proceed with interruption of utility without City's and Engineers written permission.

B. Survey Work: Engage a qualified land surveyor or professional engineer to survey adjacent existing buildings, structures, and site improvements; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks, and record existing elevations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 014000 "Quality Requirements," to design excavation support and protection systems to resist all lateral loading and surcharge, including but not limited to, retained soil, groundwater pressure, adjacent building loads, adjacent traffic loads, construction traffic loads, material stockpile loads, and seismic loads, based on the following:

1. Compliance with OSHA Standards and interpretations, 29 CFR 1926, Subpart P.
2. Compliance with AASHTO Standard Specification for Highway Bridges or AASHTO LRFD Bridge Design Specification, Customary U.S. Units.
3. Compliance with requirements of authorities having jurisdiction.
4. Compliance with utility company requirements.
5. Compliance with railroad requirements.

2.2 MATERIALS

A. Provide materials that are either new or in serviceable condition.

B. Structural Steel: ASTM A36/A36M, ASTM A690/A690M, or ASTM A992/A992M.

C. Steel Sheet Piling: ASTM A328/A328M, ASTM A572/A572M, or ASTM A690/A690M; with continuous interlocks.

1. Corners: Site-fabricated mechanical interlock.

D. Wood Lagging: Lumber, mixed hardwood, nominal rough thickness of 4 inches.

E. Shotcrete: Comply with Section 033713 "Shotcrete" for shotcrete materials and mixes, reinforcement, and shotcrete application.

F. Cast-in-Place Concrete: ACI 301, of compressive strength required for application.

G. Reinforcing Bars: ASTM A615/A615M, Grade 60, deformed.

H. Tiebacks: Steel bars, ASTM A722/A722M.

I. Tiebacks: Steel strand, ASTM A416/A416M.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards that could develop during excavation support and protection system operations.

1. Shore, support, and protect utilities encountered.

3.2 INSTALLATION - GENERAL

A. Locate excavation support and protection systems clear of permanent construction, so that construction and finishing of other work is not impeded.

B. Install excavation support and protection systems to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from City and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

C. Install excavation support and protection systems without damaging existing buildings, structures, and site improvements adjacent to excavation.

3.3 SOLDIER PILES AND LAGGING

A. Install steel soldier piles before starting excavation.

1. Extend soldier piles below excavation grade level to depths adequate to prevent lateral movement.
2. Space soldier piles at regular intervals not to exceed allowable flexural strength of wood lagging.
3. Accurately align exposed faces of flanges to vary not more than 2 inches from a horizontal line and not more than 1:120 out of vertical alignment.

B. Install wood lagging within flanges of soldier piles as excavation proceeds.

1. Trim excavation as required to install lagging.
2. Fill voids behind lagging with soil, and compact.

C. Install wales horizontally at locations indicated on Drawings and secure to soldier piles.

3.4 SHEET PILING

A. Before starting excavation, install one-piece sheet piling lengths and tightly interlock vertical edges to form a continuous barrier.

B. Accurately place the piling using templates and guide frames unless otherwise recommended in writing by the sheet piling manufacturer.

1. Limit vertical offset of adjacent sheet piling to 60 inches.
2. Accurately align exposed faces of sheet piling to vary not more than 2 inches from a horizontal line and not more than 1:120 out of vertical alignment.

C. Cut tops of sheet piling to uniform elevation at top of excavation.

3.5 TIEBACKS

A. Drill, install, grout, and tension tiebacks.

B. Test load-carrying capacity of each tieback, and replace and retest deficient tiebacks.

1. Have test loading observed by a qualified professional engineer responsible for design of excavation support and protection system.

C. Maintain tiebacks in place until permanent construction is able to withstand lateral earth and hydrostatic pressures.

3.6 BRACING

A. Locate bracing to clear columns, floor framing construction, and other permanent work. If necessary to move brace, install new bracing before removing original brace.

1. Do not place bracing where it will be cast into or included in permanent concrete work unless otherwise approved by Project Coordinator.
2. Install internal bracing if required to prevent spreading or distortion of braced frames.
3. Maintain bracing until structural elements are supported by other bracing or until permanent construction is able to withstand lateral earth and hydrostatic pressures.

3.7 MAINTENANCE

A. Monitor and maintain excavation support and protection system.

B. Prevent surface water from entering excavations by grading, dikes, or other means.

C. Continuously monitor vibrations, settlements, and movements to ensure stability of excavations and constructed slopes and to ensure that damage to permanent structures is prevented.

3.8 FIELD QUALITY CONTROL

A. Survey-Work Benchmarks: Resurvey benchmarks regularly during installation of excavation support and protection systems, excavation progress, and for as long as excavation remains open.

1. Maintain an accurate log of surveyed elevations and positions for comparison with original elevations and positions.
2. Promptly notify Project Coordinator if changes in elevations or positions occur or if cracks, sags, or other damage is evident in adjacent construction.

B. Promptly correct detected bulges, breakage, or other evidence of movement to ensure that excavation support and protection system remains stable.

C. Promptly repair damages to adjacent facilities caused by installation or faulty performance of excavation support and protection systems.

3.9 REMOVAL AND REPAIRS

A. Remove excavation support and protection systems when construction has progressed sufficiently to support excavation and earth and hydrostatic pressures.

1. Remove in stages to avoid disturbing underlying soils and rock or damaging structures, pavements, facilities, and utilities.

2. Fill voids immediately with approved backfill compacted to density specified in Section 312000 "Earth Moving."
3. Repair or replace, as approved by Engineer, adjacent work damaged or displaced by removing excavation support and protection systems.

END OF SECTION 315000

SECTION 0321313 - CONCRETE PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes exterior cement concrete pavement for the following:
   1. Walkways/Concrete Patios
   2. Playground Edge

B. Related Sections include the following:

   1. Division 31 Section "Site Clearing" for sub-grade preparation, grading, and sub-base course.
   2. Division 3 Section "Concrete Pavement Joint Sealants" for joint sealants of joints in concrete pavement and at isolation joints of concrete pavement with adjacent construction.

1.3 DEFINITIONS

A. Cementious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag.

1.4 SUBMITTALS

A. Product Data: For each type of manufactured material and product indicated.

B. Design Mixtures: For each concrete pavement mixture; include alternate mixture designs when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

C. Qualification Data: For testing agency.

D. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated, based on comprehensive testing of current materials:

   1. Aggregates: Include service record data indicating absence of deleterious expansion of concrete due to alkali-aggregate reactivity.

E. Material Certificates: Signed by manufacturers certifying that each of the following materials complies with requirements:

1. Cementious materials.
2. Steel reinforcement and reinforcement accessories.
3. Fiber reinforcement.
4. Admixtures.
5. Curing compounds.
6. Applied finish materials.
7. Bonding agent or epoxy adhesive.
8. Joint fillers.

F. Field quality-control test reports.

G. Minutes of pre-installation conference.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products who complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

B. Testing Agency Qualifications: An independent agency qualified according to ASTM C 1077 and ASTM E 329 for testing indicated, as documented according to ASTM E 548.

1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program.

C. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by requirements in the Contract Documents.

D. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.

E. Mockups: Cast mockups of full-size sections of concrete pavement to demonstrate typical joints, surface finish, texture, color, and standard of workmanship.

1. Build mockups in the location and of the size indicated or, if not indicated, as directed by Project Coordinator.
2. Notify Project Coordinator seven days in advance of dates and times when mockups will be constructed.
3. Obtain Project Coordinator approval of mockups before starting construction.
4. Maintain approved mockups during construction in an undisturbed condition as a standard for judging the completed pavement.
5. Demolish and remove approved mockups from the site when directed by Project Coordinator.
6. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

F. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

1. Before submitting design mixtures, review concrete pavement mixture design and examine procedures for ensuring quality of concrete materials and concrete pavement construction practices. Require representatives, including the following, of each entity directly concerned with concrete pavement, to attend conference:

a. Contractor's superintendent.
b. Independent testing agency responsible for concrete design mixtures.
c. Ready-mix concrete producer.
d. Concrete pavement subcontractor.

1.6 PROJECT CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other site and construction activities.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.
2. Products: Subject to compliance with requirements, provide one of the products specified.
3. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.
4. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.2 FORMS

A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.

1. Use flexible or curved forms for curves with a radius 100 feet or less.

B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

2.3 STEEL REINFORCEMENT

A. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.

B. Deformed-Steel Welded Wire Reinforcement: ASTM A 497, flat sheet.

C. Epoxy-Coated Welded Wire Fabric: ASTM A 884/A 884M, Class A, plain steel.

D. Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed.

E. Galvanized Reinforcing Bars: ASTM A 767/A 767M, Class II zinc coated, hot-dip galvanized after fabrication and bending; with ASTM A 615/A 615M, Grade 60 deformed bars.

F. Epoxy-Coated Reinforcing Bars: ASTM A 775/A 775M or ASTM A 934/A 934M; with ASTM A 615/A 615M, Grade 60 deformed bars.

G. Steel Bar Mats: ASTM A 184/A 184M; with ASTM A 615/A 615M, Grade 60, deformed bars; assembled with clips.

H. Plain Steel Wire: ASTM A 82, galvanized.

I. Deformed-Steel Wire: ASTM A 496.

J. Epoxy-Coated-Steel Wire: ASTM A 884/A 884M, Class A coated, plain.

K. Joint Dowel Bars: Plain steel bars, ASTM A 615/A 615M, Grade 60. Cut bars true to length with ends square and free of burrs.

L. Epoxy-Coated Joint Dowel Bars: ASTM A 775/A 775M; with ASTM A 615/A 615M, Grade 60, plain steel bars.

M. Tie Bars: ASTM A 615/A 615M, Grade 60, deformed.

N. Hook Bolts: ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6), internally and externally threaded. Design hook-bolt joint assembly to hold coupling against pavement form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.

O. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacturer bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete, and as follows:

1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.

P. Epoxy Repair Coating: Liquid two-part epoxy repair coating, compatible with epoxy coating on reinforcement.

Q. Zinc Repair Material: ASTM A 780.

2.4 CONCRETE MATERIALS

A. Cementious Material: Use the following cementious materials, of the same type, brand, and source throughout the Project:

1. Portland Cement: ASTM C 150, Type I, gray.

B. Normal-Weight Aggregates: ASTM C 33, Class 4S coarse aggregate, uniformly graded. Provide aggregates from a single source with documented service record data of at least 10 years' satisfactory service in similar pavement applications and service conditions using similar aggregates and cementious materials.

1. Maximum Coarse-Aggregate Size: 3/4 inch nominal.
2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

3. Aggregate Sizes: 3/4 to 1 inch nominal.

C. Water: ASTM C 94/C 94M.

D. Air-Entraining Admixture: ASTM C 260.

E. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementious material.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. Retarding Admixture: ASTM C 494/C 494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

2.5 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd.

B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

C. Water: Potable.

D. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.

1. Products:

a. Axim Concrete Technologies; Cimfilm.
b. Burke by Edeco; BurkeFilm.

c. ChemMasters; Spray-Film.
d. Conspec Marketing & Manufacturing Co., Inc.; Aquafilm.
e. Dayton Superior Corporation; Sure Film.
f. Euclid Chemical Company (The); Eucobar.
g. Kaufman Products, Inc.; Vapor Aid.
h. Lambert Corporation; Lambco Skin.
i. L&M Construction Chemicals, Inc.; E-Con.
j. MBT Protection and Repair, ChemRex Inc.; Confilm.
k. Meadows, W. R., Inc.; Sealtight Evapre.
l. Metalcrete Industries; Waterhold.
m. Nox-Crete Products Group, Kinsman Corporation; Monofilm.
n. Sika Corporation, Inc.; SikaFilm.
o. Symons Corporation; Finishing Aid.
p. Vexcon Chemicals, Inc.; Certi-Vex EnvioAssist.

E. Clear Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.

1. Products:

a. Anti-Hydro International, Inc.; AH Curing Compound #2 DR WB.
b. Burke by Edoko; Aqua Resin Cure.
c. ChemMasters; Safe-Cure Clear.
d. Conspec Marketing & Manufacturing Co., Inc.; W.B. Resin Cure.
e. Dayton Superior Corporation; Day Chem Rez Cure (J-11-W).
f. Euclid Chemical Company (The); Kurez DR VOX.
g. Kaufman Products, Inc.; Thinfilm 420.
h. Lambert Corporation; Aqua Kure-Clear.
i. L&M Construction Chemicals, Inc.; L&M Cure R.
j. Meadows, W. R., Inc.; 1100 Clear.
k. Nox-Crete Products Group, Kinsman Corporation; Resin Cure E.
l. Symons Corporation; Resi-Chem Clear.
m. Tamms Industries Inc.; Horncure WB 30.
n. Unitex; Hydro Cure 309.
o. Vexcon Chemicals, Inc.; Certi-Vex Enviocure 100.

F. White Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 2, Class B.

1. Products:

a. Anti-Hydro International, Inc.; AH Curing Compound #2 WP WB.
b. Burke by Edoco; Resin Emulsion White.
c. ChemMasters; Safe-Cure 2000.
d. Conspec Marketing & Manufacturing Co., Inc.; W.B. Resin Cure.
e. Dayton Superior Corporation; Day-Chem White Pigmented Cure (J-10-W).
f. Euclid Chemical Company (The); Kurez VOX White Pigmented.
g. Kaufman Products, Inc.; Thinfilm 450.
h. Lambert Corporation; Aqua Kure-White.
i. L&M Construction Chemicals, Inc.; L&M Cure R-2.
j. Meadows, W. R., Inc.; 1200-White.
k. Symons Corporation; Resi-Chem White.
l. Tamms Industries, Inc.; Horncure 200-W.

m. Unitex; Hydro White.
n. Vexcon Chemicals, Inc.; Certi-Vex Enviocure White 100.

2.6 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

B. Color Pigment: ASTM C 979, synthetic mineral-oxide pigments or colored water-reducing admixtures; color stable, free of carbon black, non-fading, and resistant to lime and other alkalis.

1. Manufacturers:

a. Bayer Corporation.
b. ChemMasters.
c. Conspec Marketing & Manufacturing Co., Inc.
d. Davis Colors.
e. Elementis Pigments, Inc.
f. Hoover Color Corporation.
g. Lambert Corporation.
h. Scofield, L. M.Company.
i. Solomon Colors.

2. Color: As selected by Project Coordinator from manufacturer's full range.

C. Slip-Resistive Aggregate Finish: Factory-graded, packaged, rustproof, non-glazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery with emery aggregate containing not less than 50 percent aluminum oxide and not less than 20 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials.

D. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

E. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to requirements, and as follows:

1. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

F. Chemical Surface Retarder: Water-soluble, liquid-set retarder with color dye, for horizontal concrete surface application, capable of temporarily delaying final hardening of concrete to a depth of 1/8 to 1/4 inch.

1. Products:

a. Burke by Edeco; True Etch Surface Retarder.
b. ChemMasters; Exposee.
c. Conspec Marketing & Manufacturing Co., Inc.; Delay S.
d. Euclid Chemical Company (The); Surface Retarder S.

e. Kaufman Products, Inc.; Expose.
f. Metalcrete Industries; Surftard.
g. Nox-Crete Products Group, Kinsman Corporation; Crete-Nox TA.
h. Scofield, L. M. Company; Lithotex.
i. Sika Corporation, Inc.; Rugasol-S.
j. Vexcon Chemicals, Inc.; Certi-Vex Envioset.

G. Pigmented Mineral Dry-Shake Hardener: Factory-packaged dry combination of portland cement, graded quartz aggregate, color pigments, and plasticizing admixture. Use color pigments that are finely ground, non-fading mineral oxides interground with cement.

1. Products:

a. Conspec Marketing & Manufacturing Co., Inc.; Conshake 600 Colortone.
b. Dayton Superior Corporation; Quartz Tuff.
c. Euclid Chemical Company (The); Surflex.
d. Lambert Corporation; Colorhard.
e. L&M Construction Chemicals, Inc.; Quartz Plate FF.
f. MBT Protection and Repair, ChemRex Inc.; Mastercron.
g. Metalcrete Industries; Floor Quartz.
h. Scofield, L. M. Company; Lithochrome Color Hardener.
i. Symons Corporation; Hard Top.

2. Color: As selected by Project Coordinator from manufacturer's full range.

2.7 CONCRETE MIXTURES

A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete determined by either laboratory trial mixes or field experience.

1. Use a qualified independent testing agency for preparing and reporting proposed concrete mixture designs for the trial batch method.

B. Proportion mixtures to provide normal-weight concrete with the following properties:

1. Compressive Strength (28 Days): 3000 psi.
2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.45.
3. Slump Limit: 4 inches, plus or minus 1 inch.

C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
1. Air Content: 3-1/2 percent plus or minus 1.5 percent for 3/4-inch nominal maximum aggregate size

D. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.

E. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

F. Cementious Materials: Limit percentage, by weight, of cementious materials other than portland cement according to ACI 301 requirements for concrete exposed to deicing chemicals as follows:

1. Fly Ash or Pozzolan: 25 percent.
2. Ground Granulated Blast-Furnace Slag: 50 percent.
3. Combined Fly Ash or Pozzolan, and Ground Granulated Blast-Furnace Slag: 50 percent, with fly ash or pozzolan not exceeding 25 percent.

G. Synthetic Fiber: Uniformly disperse in concrete mix at manufacturer's recommended rate, but not less than 1.0 lb/cu. yd.

H. Color Pigment: Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.

2.8 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M and ASTM C 1116. Furnish batch certificates for each batch discharged and used in the Work.

1. When air temperature is between 85 deg F and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.

1. For concrete mixes of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
2. For concrete mixes larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd.
3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixing time, quantity, and amount of water added.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine exposed sub-grades and sub base surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.

B. Proof-roll prepared sub base surface below concrete pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding.

1. Completely proof-roll sub base in one direction and repeat in perpendicular direction. Limit vehicle speed to 3 mph.
2. Proof-roll with a loaded 10-wheel tandem-axle dump truck weighing not less than 15 tons.
3. Sub base with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch require correction according to requirements in Division 2 Section "Earthwork."

C. Proceed with concrete pavement operations only after nonconforming conditions have been corrected and sub-grade is ready to receive pavement.

3.2 PREPARATION

A. Remove loose material from compacted sub base surface immediately before placing concrete.

3.3 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.

B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.4 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.

C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.

D. Install welded wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

E. Zinc-Coated Reinforcement: Use galvanized steel wire ties to fasten zinc-coated reinforcement. Repair cut and damaged zinc coatings with zinc repair material.

F. Epoxy-Coated Reinforcement: Use epoxy-coated steel wire ties to fasten epoxy-coated reinforcement. Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963/D 3963M.

G. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch overlap of adjacent mats.

3.5 JOINTS

A. General: Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.

1. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.

B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.

1. Continue steel reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of pavement strips, unless otherwise indicated.
2. Provide tie bars at sides of pavement strips where indicated.
3. Butt Joints: Use epoxy bonding adhesive at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
4. Keyed Joints: Provide preformed keyway-section forms or bulkhead forms with keys, unless otherwise indicated. Embed keys at least 1-1/2 inches into concrete.
5. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to one side of joint.

C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.

1. Locate expansion joints at intervals of 20 feet, unless otherwise indicated.
2. Extend joint fillers full width and depth of joint.
3. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
6. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows to match jointing of existing adjacent concrete pavement:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/4-inch radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate groove marks on concrete surfaces.
2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.

3. Doweled Contraction Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

E. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

3.6 CONCRETE PLACEMENT

A. Inspection: Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast in. Notify other trades to permit installation of their work.

B. Remove snow, ice, or frost from sub base surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.

C. Moisten sub base to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

D. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.

E. Do not add water to concrete during delivery or at Project site.

F. Do not add water to fresh concrete after testing.

G. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

H. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.

1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.

I. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed.

1. Remove and replace concrete that has been placed for more than 15 minutes without being covered by top layer, or use bonding agent if approved by Project Coordinator.

J. Screed pavement surfaces with a straightedge and strike off.

K. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

L. Curbs and Gutters: When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not approved, remove and replace with formed concrete.

M. Slip-Form Pavers: When automatic machine placement is used for pavement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce pavement to required thickness, lines, grades, finish, and jointing as required for formed pavement.

1. Compact sub base and prepare sub-grade of sufficient width to prevent displacement of paver machine during operations.

N. When adjoining pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained 85 percent of its 28-day compressive strength.

O. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
2. Do not use frozen materials or materials containing ice or snow.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mix designs.

P. Hot-Weather Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, steel reinforcement, and sub-grade just before placing concrete. Keep sub-grade moisture uniform without standing water, soft spots, or dry areas.

3.7 FLOAT FINISHING

A. General: Do not add water to concrete surfaces during finishing operations.

B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.

1. Burlap Finish: Drag a seamless strip of damp burlap across float-finished concrete, perpendicular to line of traffic, to provide a uniform, gritty texture.
2. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.
3. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch deep with a stiff-bristled broom, perpendicular to line of traffic.

3.8 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

B. Comply with ACI 306.1 for cold-weather protection.

C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

E. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:

1. Moist Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

    a. Water.
    b. Continuous water-fog spray.
    c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.9 PAVEMENT TOLERANCES

A. Comply with tolerances of ACI 117 and as follows:

1. Elevation: 1/4 inch.
2. Thickness: Plus 3/8 inch, minus 1/4 inch.

3. Surface: Gap below 10-foot- long, unleveled straightedge not to exceed 1/4 inch.
4. Lateral Alignment and Spacing of Tie Bars and Dowels: 1 inch.
5. Vertical Alignment of Tie Bars and Dowels: 1/4 inch.
6. Alignment of Tie-Bar End Relative to Line Perpendicular to Pavement Edge: 1/2 inch.
7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Pavement Edge: Length of dowel 1/4 inch per 12 inches.
8. Joint Spacing: 3 inches.
9. Contraction Joint Depth: Plus 1/4 inch, no minus.
10. Joint Width: Plus 1/8 inch, no minus.

3.10 PAVEMENT MARKING

A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Project Coordinator.

B. Allow concrete pavement to cure for 28 days and be dry before starting pavement marking.

C. Sweep and clean surface to eliminate loose material and dust.

D. Apply paint with mechanical equipment to produce pavement markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.

1. Spread glass beads uniformly into wet pavement markings at a rate of 6 lb/gal..

3.11 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.

B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

1. Testing Frequency: Obtain at least 1 composite sample for each 100 cu. yd. or fraction thereof of each concrete mix placed each day.

    a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.
3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.

6. Compressive-Strength Tests: ASTM C 39/C 39M; test 1 specimen at 7 days and 2 specimens at 28 days.

    a. A compressive-strength test shall be the average compressive strength from 2 specimens obtained from same composite sample and tested at 28 days.

C. Strength of each concrete mix will be satisfactory if average of any 3 consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.

D. Test results shall be reported in writing to Project Coordinator, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Project Coordinator but will not be used as sole basis for approval or rejection of concrete.

F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Project Coordinator.

G. Remove and replace concrete pavement where test results indicate that it does not comply with specified requirements.

H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.12 REPAIRS AND PROTECTION

A. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.

B. Drill test cores, where directed by Project Coordinator, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.

C. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.

D. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 0321313

SECTION 0321373 – CONCRETE PAVEMENT JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Expansion and contraction joints within concrete pavement.

B. Related Sections include the following:

1. Division 3 Section "Concrete Paving" for constructing joints in concrete pavement.

1.3 SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

B. Samples for Verification: For each type and color of joint sealant required. Install joint-sealant samples in 1/2-inch wide joints formed between two 6-inch long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

C. Product Certificates: For each type of joint sealant and accessory, signed by product manufacturer.

D. Qualification Data: For Installer.

E. Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:

1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.

F. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for sealants.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: An employer of workers trained and approved by manufacturer.

B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multi-component materials.

B. Store and handle materials to comply with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.6 PROJECT CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer.
2. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
3. When joint substrates are wet or covered with frost.
4. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
5. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in other Part 2 articles.

B. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles.

2.2 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer based on testing and field experience.

B. Colors of Exposed Joint Sealants: As selected by Project Coordinator from manufacturer's full range.

2.3 COLD-APPLIED JOINT SEALANTS

A. Multi-component Fuel-Resistant Sealant for Concrete: Pourable, chemically curing elastomeric formulation complying with the following requirements for formulation and with ASTM C 920 for type, grade, class, and uses indicated:

1. Urethane Formulation: Type M; Grade P; Class 12-1/2; Uses T, M, and, as applicable to joint substrates indicated, O.

a. Products:

1) Pecora Corporation; Urexpan NR-300 as submitted and approved.
2) Approved equal by Project Coordinator

2.4 JOINT-SEALANT BACKER MATERIALS

A. General: Provide joint-sealant backer materials that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by joint-sealant manufacturer based on field experience and laboratory testing.

B. Round Backer Rods for Cold- and Hot-Applied Sealants: ASTM D 5249, Type 1, of diameter and density required to control sealant depth and prevent bottom-side adhesion of sealant.

C. Backer Strips for Cold- and Hot-Applied Sealants: ASTM D 5249; Type 2; of thickness and width required to control sealant depth, prevent bottom-side adhesion of sealant, and fill remainder of joint opening under sealant.

D. Round Backer Rods for Cold-Applied Sealants: ASTM D 5249, Type 3, of diameter and density required to control sealant depth and prevent bottom-side adhesion of sealant.

2.5 PRIMERS

A. Primers: Product recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.

1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.

B. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install backer materials of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of backer materials.
2. Do not stretch, twist, puncture, or tear backer materials.
3. Remove absorbent backer materials that have become wet before sealant application and replace them with dry materials.

D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses provided for each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

E. Tooling of Non-sag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealants from surfaces adjacent to joint.
2. Use tooling agents that are approved in writing by joint-sealant manufacturer and that do not discolor sealants or adjacent surfaces.

F. Provide joint configuration to comply with joint-sealant manufacturer's written instructions, unless otherwise indicated.

G. Provide recessed joint configuration for silicone sealants of recess depth and at locations indicated.

3.4 CLEANING

A. Clean off excess sealants or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and replace with joint sealant so installations with repaired areas are indistinguishable from the original work.

END OF SECTION 0321373

SECTION 329200 – TURF AND GRASSES

PART 1 - GENERAL

1.01 This work includes all labor, materials, and equipment for soil preparation, fertilization, planting and other requirements regarding turfgrass planting areas shown on the plans.

1.02 RELATED WORK SPECIFIED ELSEWHERE:

A. Section 31 00 00 - Earthwork.

1.03 SUBMITTALS:

A. Delivery Receipts and Invoices: All delivery receipts and copies of invoices for materials used for this work shall be subject to checking by the City or his representative and shall be subsequently delivered to the office of the City.

B. Samples and Producers' Specifications: Various samples, certificates, and specifications of seed, fertilizer and other materials shall be submitted for approval as required by subsequent sections of this specification.

PART 2 - PRODUCTS

2.01 TURFGRASS:

A. Bermuda Sod: Turfgrass sod shall be Cynodon dactylon – **Tifway 419 Bermuda** as specified on the plans. Sod shall consist of stolons, leaf blades, rhizomes, and roots with a healthy, virile system of dense, thickly matted roots throughout the soil of the sod for a thickness not less than three-quarters (¾") inch. Sod shall be alive, healthy, vigorous, free of insects, disease, stones, and undesirable foreign materials and grasses. The grass shall have been mowed prior to sod cutting so that the height of the grass shall not exceed two (2") inches. Sod shall have been produced on growing beds of loam topsoil. Sod shall not be harvested or planted when its moisture condition is so excessively wet or dry that its survival will be affected. All sod is to be harvested, delivered, and planted within a twenty-four (24) hour period of time. Sod shall be protected from exposure to wind, sun, and freezing. If sod is stacked, it shall be kept moist and shall be stacked roots-to-roots and grass-to-grass.

1. Dimensions: All sod shall have been machine cut to uniform soil thickness of one (1") inch plus or minus one-quarter (¼") inch. All sod shall be of the same thickness. Rectangular sections of sod may vary in length, but all shall be of equal width and of a size that permits the sod to be lifted, handled, and rolled without breaking. Broken pads and torn, uneven ends will be unacceptable.

2.02 FERTILIZER:

A. General: Fertilizer shall be a commercial product, uniform in composition, free flowing, and suitable for application with approved equipment. Fertilizer shall be delivered to the site in fully labeled original containers. Fertilizer which has been exposed to high humidity and

moisture, or has become caked or otherwise damaged making it unsuitable for use, will not be acceptable.

B. Initial Planting Application: Fertilizer for the initial planting application shall be a starter fertilizer with a N-P-K ratio of 4-5-1 (19-26-5) or approved equal. The phosphorus component must be derived from monoammonium phosphate to stimulate vigorous development of new roots, stolons, and rhizomes. This initial application must be applied and incorporated into the soil immediately prior to sodding or sprigging and applied immediately after seedlings begin to emerge on seeded areas.

1. Specification Submittal: Submit a sample label or specification of the fertilizer proposed to be used for the City's approval.

C. Post Planting Application: Fertilizer for the post planting application will be a complete fertilizer of chemical base containing by weight the following percentages of nutrients: 27-3-4 +2% Fe (N-P-K) or approved equal from methylene urea or the nitrogen equivalent of 33-3-10. The application rate should provide one (1) pound of nitrogen per 1,000 square feet.

1. Specification Submittal: Submit a sample label or specification of the fertilizer proposed to be used for the City's approval.

PART 3 - EXECUTION

3.01 GENERAL:

A. All turf operations are to be executed across the slope, parallel to finished grade contours.

3.02 SOIL PREPARATION:

A. Tillage: Tillage shall be accomplished to loosen the soil, destroy existing vegetation, and prepare an acceptable sod area. All areas shall be tilled with a heavy duty disc or a chisel-type breaking plow, chisels set not more than ten (10") inches apart. Initial tillage shall be done in a crossing pattern for double coverage then followed by a disc harrow. Depth of tillage shall be five (5") inches.

B. Cleaning: Soil shall be further prepared by the removal of debris, building materials, rubbish, weeds, and stones larger than three-quarter (¾") inches in diameter.

C. Fine Grading: After tillage and cleaning, all areas to be planted shall be leveled, fine graded, and drug with a weighted spike harrow or float drag. The required result shall be the elimination of ruts, depressions, humps, and objectionable soil clods. This shall be the final soil preparation step to be completed before the commencement of fertilizing and planting.

D. Rock Removal: During the soil preparation process, a "Rock Pick" or other approved piece of machinery shall be used to gather surface stones as small as three-quarter (¾") inch in diameter. The Contractor shall be responsible for the disposal of collected materials as waste per "Clean Up," Paragraph 3.12.

3.03 FERTILIZING:

A. Initial Planting Application: The fertilizer shall be applied at the rate of one (1) pound per one thousand (1000) square feet.

1. Timing: The initial planting application of fertilizer for all areas shall be applied after the soil preparation, but not more than two (2) days prior to turfgrass planting.

B. Post Planting Application: Thirty (30) days after planting, turfgrass areas shall receive the specified post planting fertilizer at the rate of one (1) pound per one thousand (1,000) square feet.

1. Timing: The Project Coordinator and Landscape Architect will determine if it is too late in the growing season for the post planting application. In the event that it is, the application shall be made in the spring of the next year, or the cost of the application may become a credit due to the City.

2. Post Planting Maintenance: Areas without a uniform stand (complete coverage) that must be maintained later than thirty (30) days after the initial planting shall receive subsequent applications of fertilizer, as described above, every thirty (30) days until a uniform stand is achieved.

3.04 PLANTING:

A. Solid Sodding:

3. Prior to laying the sod, the planting bed shall be raked smooth to true grade and moistened to a depth of four (4") inches, but not to the extent causing puddling. The sod shall be laid smoothly, tightly butted edge to edge, and with staggered joints. The sod shall be pressed firmly into contact with the sod bed by rolling or by hand tamping with an approved tamper so as to eliminate all air pockets, provide a true and even surface, and insure knitting without displacement of the sod or deformation of the surfaces of sodded areas. Following compaction, fine screened soil of good quality shall be used to fill all cracks between sods. Excess soil shall be worked into the grass with suitable equipment and shall be well watered. The quantity of fill soil shall be such that it will cause no smothering of the grass.

4. All sodded areas shall be flush with the finish grade of adjacent grassed areas.

5. All sod on slopes that exceed a 1:5 slope shall be held to the slope with wooden pegs driven through the sod and into the underlying soil.

3.05 PROTECTION:

A. No heavy equipment shall be moved over the planted turf area unless the soil is again prepared, graded, leveled, and replanted. It will be the responsibility of this Contractor to protect all paving surfaces, curbs, utilities, plant materials, and any other existing improvements from damage. Any damages shall be repaired or replaced at no cost to the

City. This Contractor will also locate and stake all irrigation heads, valve risers, etc., prior to beginning any soil preparation work.

3.06 IRRIGATION SYSTEM:

A. The proposed irrigation system must be complete in all respects and must be completely operational before turfgrass planting may begin. After planting, any breakdowns in the irrigation system attributable to warranty items must be immediately repaired by the Contractor. Otherwise, the cost of replacing the lost turf caused by the Contractor's failure to promptly repair the irrigation system will be fully borne by the Contractor.

B. All turf areas not covered by the proposed irrigation systems must be irrigated with a temporary above-ground irrigation system. The above-ground temporary irrigation system shall remain in place until all non-irrigated turf areas have established an acceptable stand of turfgrass. Contractor shall be responsible for installation, operation and removal of the temporary system. All cost associated with the temporary system shall be borne by the Contractor.

3.07 ESTABLISHMENT AND ACCEPTANCE:

A. Regardless of unseasonable climatic conditions or other adverse conditions affecting planting operations and the growth of the turfgrass, it shall be the sole responsibility of the Contractor to establish a uniform stand of turfgrass as herein specified. When adverse conditions such as drought, cold weather, high winds, excessive precipitation, or other factors prevail to such an extent that satisfactory results are unlikely, the City may, at his own discretion, stop any phase of the work until conditions change to favor the establishment of turfgrass.

B. A uniform stand with complete coverage of the specified grass shall be defined as not less than 90% coverage in a ten foot square area for sodded, seeded and sprigged areas. Growing plants shall be defined as healthy grass plants of two blades or more at least 1 ½" inches tall.

C. Complete coverage in sodded areas is defined as no visible joints showing or felt between individual sections of sod.

3.08 POST-PLANTING MAINTENANCE:

A. Maintenance shall begin immediately after each grass area is planted. All planted areas will be protected and maintained by watering, weed control, and replanting as necessary for at least thirty (30) days after initial planting and for as long as necessary to establish a UNIFORM STAND OF THE SPECIFIED GRASS and until the entire project has been accepted by the City. It is anticipated that a minimum of one (1) mowing will occur before the grass areas are accepted by the City. All areas which are not completely covered with the specified grass at the end of thirty (30) days will continue to be replanted and maintained by the Contractor until complete coverage and acceptance are achieved.

B. Water: Apply at least one-half (½") inch of water over the entire planted area every three days. Contractor shall water thoroughly and infrequently once grass is established to encourage deep root growth.

C. Mowing: Once grass is established the planted area shall be mowed at least once a week during the growing season. Grass shall be mowed to a height of two inches. Mowing during dormant season will be done as necessary.

D. Weed Control: No sooner than 45 days after grass has germinated any weed growth shall be arrested over the entire planted area. Eliminate weed growth that continues to grow after the initial application. All weed growth during the dormant season will be controlled with spot applications of "Round-Up." "Round-Up" will not be used until the grass is totally dormant.

E. Replanting: All areas that do not produce a UNIFORM STAND OF GRASS must be replanted until a UNIFORM STAND OF GRASS is established.

F. Edging: All turf areas adjacent to paved areas shall be edged to maintain a neat appearance.

3.09 GRADING:

A. All grading and placing of topsoil on any given area will be done prior to the turfgrass installation. It will be this Contractor's responsibility to maintain the existing grades and leave them in a true and even condition after planting turfgrass.

3.10 EROSION CONTROL:

A. Throughout the project and the maintenance period for turfgrass, it is the Contractor's responsibility to maintain the topsoil in place at specified grades. Topsoil and turfgrass losses due to erosion will be replaced by the Contractor at the contractors expense until establishment and acceptance is achieved.

3.11 CLEAN UP:

A. This Contractor shall remove any excess material or debris brought onto the site or unearthed as a result of his turfgrass operations.

3.12 GUARANTEE:

A. This Contractor shall guarantee for one year after substantial completion all materials used for this work to be the type, quality, and quantity specified.

END OF SECTION 329210

SECTION 334600 – SUBDRAINAGE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes sub-drainage systems for the following:

1. Landscaped areas.
2. Playground areas (stub only).

1.3 DEFINITIONS

A. HDPE: High-density polyethylene.
B. PE: Polyethylene.
C. PVC: Polyvinyl chloride (solid and perforated)(as indicated on the drawings)

1.4 SUBMITTALS

A. Product Data: For drainage conduit and geotextile fabrics.

1. Solid pipe – ADS type or approved equal
2. Perforated pipe – PVC or approved equal
3. Solid pipe – PVC or approved equal
4. Solid pipe used at inspection tube.

PART 2 - PRODUCTS

2.1 PIPING MATERIALS

A. Refer to Construction Drawings for size of piping materials.
B. Locally sourced PVC Supplier
C. Advanced Drainage Systems, Inc
4640 Trueman Boulevard
Hilliard, Ohio 43026
Tel. 800-821-6710
Email: info@ADS-PIPE.com

2.2 DRAINAGE PIPES AND FITTINGS

A. Perforated, molded from HDPE Pipe and Fittings, complying with ASTM F 405, tubing with fittings and geotextile filter fabric jacket.

1. Fittings: PVC; HDPE with combination NPS 4 and NPS 6 outlet connection.
2. Couplings: PVC; Corrugated HDPE band.

B. Open-Joint Screening: Woven geotextile filter fabric, for a minimum total weight of 3 oz. /sq. yd.

2.3 SPECIAL PIPE COUPLINGS

A. Where required, provide pipe couplings as per ASTM C 1173. Rubber or elastomeric sleeve and band assembly fabricated to match outside diameters of pipes to be joined.

2.4 SOIL MATERIALS

A. Drainage Fill: Washed, evenly graded mixture of crushed stone, or crushed or uncrushed gravel, ASTM D 448, coarse aggregate, Size No. 57, with 100 percent passing 1-1/2-inch sieve and not more than 5 percent passing No. 8 sieve.

2.5 GEOTEXTILE FILTER FABRICS

A. Woven or nonwoven geotextile filter fabric of PP or polyester fibers, or combination of both. Flow rates range from 110 to 330 gpm per sq. ft. when tested according to ASTM D 4491. Available styles are flat and sock. Refer to Construction Drawings for location and type.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces and areas for suitable conditions where sub drainage systems are to be installed.

B. If sub drainage is required for landscaping, locate and mark existing utilities, underground structures, and aboveground obstructions before beginning installation and avoid disruption and damage of services.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 EARTHWORK

A. Excavating, trenching, and backfilling are specified in Division 2 Section "Earthwork."

3.3 IDENTIFICATION

A. Materials and their installation are specified in Division 2 Section "Earthwork." Arrange for installation of green warning tapes directly over piping.

1. Install detectable warning tape over nonferrous piping and over edges of underground structures.

3.4 LANDSCAPING DRAINAGE INSTALLATION

A. Install drainage pipe with a horizontal distance of at least 6 inches between pipe and trench walls. Grade bottom of trench excavations to required slope and compact to firm, solid bed for drainage system.

B. Drainage Fill: Place supporting layer of drainage fill over trench bottom to compacted depth. After installing drainage piping, add drainage fill to top of pipe to perform tests. After satisfactory testing, cover piping to within 12 inches of finish grade. Place drainage fill in layers not exceeding 3 inches in loose depth; compact each layer placed.

1. Before installing drainage fill, lay flat-style geotextile filter fabric in trench and overlap trench sides. After installing drainage fill, wrap top of drainage fill with flat-style geotextile filter fabric.

C. Fill to Grade: Place native fill material over drainage fill. Place material in loose-depth layers not exceeding 6 inches. Thoroughly compact each layer. Fill to finish grade.

3.5 PIPING INSTALLATION

A. Install piping beginning at low points of system, true to grades and alignment indicated, with unbroken continuity of invert. Bed piping with full bearing in filtering material. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions and other requirements indicated.

1. Landscaping sub-drainage: Install piping pitched down in direction of flow, at a minimum slope of 0.5 percent (max. 3%) and with a minimum cover of 12 inches, unless otherwise indicated.

B. Use increasers, reducers, and couplings made for different sizes or materials of pipes and fittings being connected. Reduction of pipe size in direction of flow is prohibited.

3.6 PIPE JOINT CONSTRUCTION

A. Join perforated, PE pipe and fittings with couplings for soil tight joints according to AASHTO's "Standard Specifications for Highway Bridges," Division II, Section 26.4.2.4, "Joint Properties"; or according to ASTM D 2321.

B. Special Pipe Couplings: Join piping made of different materials and dimensions with special couplings made for this application. Use couplings that are compatible with and that fit both pipe materials and dimensions.

3.7 FIELD QUALITY CONTROL

A. Testing: After installing drainage fill to top of pipe, test drain piping with water to ensure free flow before backfilling. Remove obstructions, replace damaged components, and repeat test until results are satisfactory.

3.8 CLEANING

A. Clear interior of installed piping and structures of dirt and other superfluous material as work progresses. Maintain swab or drag in piping and pull past each joint as it is completed. Place plugs in ends of uncompleted pipe at end of each day or when work stops.

END OF SECTION 334600

Item No		Item Description	Unit	Owner Provided Quantity	Contractor Provided Quantity	Unit Price	Amount
Mobilization and Bonds - Project							
1	101	Mobilization	Lump Sum	1		24,000.00	$ 24,000.00
1	102	Bonding, Permits, Insurance	Lump Sum	1		18,000.00	$ 18,000.00
1	103	Materials Testing	Lump Sum	1		7,100.00	$ 7,100.00
1	104	Coordination with Whirlix (playground) during construction activities	Lump Sum	1		6,000.00	$ 6,000.00
1	105	Professional Surveying Services - field staking and layout of proposed grading, non-parking related pavements (see add alternate one below), park improvements, jointing, and final grades, complete in place	Lump Sum	1		7,100.00	$ 7,100.00
		Subtotal Pecan Grove East Park Mobilization, Bonds, Testing, Coordination and Survey					$ 62,200.00

Item No		Item Description	Unit	Owner Provided Quantity	Contractor Provided Quantity	Unit Price	Amount
Pecan Grove East Park							
Hardscape							
2	101	Perform and complete site demolition - concrete sawcut and concrete removal (all), haul away, complete and in place	SF	4,216		2.75	$ 11,594.00
2	102	Perform and complete demolition - playground material surfacing removal, haul away, complete and in place	SF	2,211		4.50	$ 9,949.50
2	103	Perform and complete demolition - playground structure removal, all concrete footings, haul away, complete and in place	LS	1		5,900.00	$ 5,900.00
2	104	Perform and complete demolition - steel guardrail removal, complete and in place	LF	89		8.00	$ 712.00
2	105	Perform and complete demolition - steel gate removal, preserve and store existing gates in a secure location for future use, complete and in place	LS	1		500.00	$ 500.00
2	106	Perform clearing and grubbing, complete and in place	SY	2,400		4.25	$ 10,200.00
2	107	Perform mass grading, restroom pad grading, complete and in place	CY	715		60.00	$ 42,900.00
2	108	Perform fine grading of all trail areas, paved areas, playground areas, drainage areas, future restroom area, drainage outfalls, complete and in place	SF	23,904		.50	$ 11,952.00
2	109	Purchase, perform and complete the construction entrance, complete and in place	LS	1		1,750.00	$ 1,750.00
2	110	Purchase and install all silt fence with stone overflow structures per plan and detail, complete and in place	LF	875		4.50	$ 3,937.50
2	111	Purchase and install all rock check dams per plan and detail, complete and in place	EA	4		900.00	$ 3,600.00
2	112	Purchase and install all interim inlet protection per plan and detail, complete and in place	EA	4		120.00	$ 480.00
2	113	Purchase and install all final inlet protection per plan and detail, complete and in place	EA	4		50.00	$ 200.00
2	114	Remove construction entrance, complete and in place	LS	1		500.00	$ 500.00
2	115	Remove erosion control fence and overflow structures, complete and in place	LF	875		.50	$ 437.50
2	116	Remove interim and final inlet protection, complete and in place	EA	4		25.00	$ 100.00
2	117	Purchase and install all concrete sidewalks and trails, complete and in place	SF	4,224		8.60	$ 36,326.40

2	118	Purchase and install the concrete playground edge, complete and in place	SF	232		113.00	$ 26,216.00
2	119	Purchase and install parking lot (expansion and existing), pedestrian trail, and future lift station lighting, complete and in place	EA	21		5,900.00	$ 123,900.00
2	120	Purchase and install pavilion LED lighting, complete and in place	EA	2		2,500.00	$ 5,000.00
2	121	Purchase and install weatherproof outlets in pedestrian trail lighting, complete and in place	EA	16		50.00	$ 800.00
2	122	Purchase and install concrete pier lighting foundations, complete and in place	EA	21		1,640.00	$ 34,440.00
2	123	Purchase and install steel parking rail, painting, complete and in place	LF	413		41.50	$ 17,139.50
2	124	Reinstall steel gates and railing, painting, complete and in place	EA	2		1,500.00	$ 3,000.00
2	125	Purchase and install 6" 4000 psi reinforced concrete pavement including integral curb per plan, detail and specification, complete and in place	SY	1,056		110.00	$ 116,160.00
2	126	Purchase and install 6" lime stabilized compacted subgrade, complete and in place	SY	1,100		16.00	$ 17,600.00
2	127	Purchase and install Hydrated lime material (30lbs./sy) per plan, detail and specification, complete and in place	TN	17		258.00	$ 4,386.00
2	128	Purchase and install connection to existing pavement by longitudinal butt joint per plan, detail and specification, complete and in place	LF	60		23.00	$ 1,380.00
2	129	Purchase and install concrete wheel stops per plan and detail, complete and in place	EA	34		75.00	$ 2,550.00
2	130	Purchase and install parking lot striping including all ADA pavement markings, complete and in place	LS	1		2,200.00	$ 2,200.00
2	131	Purchase and install ADA signage, complete and in place for	EA	1		300.00	$ 300.00
2	132	Purchase and install landscape drain inlets and catch basins, complete and in place	EA	4		600.00	$ 2,400.00
2	133	Purchase and install landscape 6" PVC drain lines, complete and in place	LF	245		33.00	$ 8,085.00
2	134	Purchase and install landscape 8" PVC drain lines, complete and in place	LF	85		27.00	$ 2,295.00
2	135	Purchase and install drain outfalls, concrete structure, pop-up drain covers, complete and in place	EA	2		1,500.00	$ 3,000.00

2	136	Purchase and install all electrical service, electrical conduit, wire and service connection to parking expansion site, existing pedestrian/parking, existing shade facility, trail lighting and weatherproof outlets, trenching, complete and in place	LS	1		56,750.00	$ 56,750.00
		Subtotal Pecan Grove East Park - Hardscape					$568,640.40
Landscape							
3	101	Perform fine grading for lawn areas, complete and in place	SF	23,364		.12	$ 2,803.68
3	102	Purchase and install Bermuda Sod, Tifway 419, complete and in place	SY	2,596		4.00	10,384.00
3	103	Purchase and install Bermuda Sod watering during the establishment period, complete and in place	LS	1		4,000.00	$ 4,000.00
		Subtotal Pecan Grove East Park - Landscape					$ 17,187.68
		Total Pecan Grove East Park					$ 648,028.08

Summary

Hardscape and Landscape for Pecan Grove East Park

1	SUBTOTAL Mobilization, Bonds, Testing, Survey	62,200.00
2	SUBTOTAL Pecan Grove East Park - Hardscape	568,640.40
3	SUBTOTAL Pecan Grove East Park - Landscape	17,187.68
	TOTAL BASE BID	648,028.08

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents. Bidder also acknowledges that each unit price includes an amount considered by Bidder to be adequate to cover Bidder's overhead and profit for each separately identified item.

ARTICLE 6-TIME OF COMPLETION

6.01 Bidder agrees that the furnishing of Goods and Special Services will conform to the schedule set forth in Article 5 of the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. None at this time

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 Within twenty (20) working days after acceptance of this Proposal, the undersigned will execute an Agreement for the faithful performance of this Contract.

Initials

9.02 The owner reserves the right to reject any and/or all bids and waive any and/or informalities. No bid may be withdrawn until the expiration of sixty (60) days from the date bids are due/received.

DW
Statement 9.02

9.03 This Bid submitted by:

A Corporation
(SEAL)

Respectfully submitted,

Corporation Name: Wall Contractors, LLC

State of Incorporation: Texas

By: D. W (signature)

Name: Dustin Wall

Title: President

Address: P.O. Box 1504
Denton, TX 76202

Telephone: (682) 556-0238

Fax:

Email: wallcontractorsllc@outlook.com

BIDDER QUALIFICATIONS STATEMENT

The Bidder's organization must be able to demonstrate that its organization and all persons and/or entities performing work under the Bidder's direction are qualified and organized to perform the proposed construction. The Bidder must also demonstrate that it has consistently and satisfactorily completed construction projects similar in scope, complexity, and size over the past five (5) years or the company's entire history if less than five (5) years.

1. Bidder Information Forms (see following pages)

    a. Bidder Entity Information
    b. Supplemental Entity Information
    c. Bidder References (5)
    d. Bidder Endorsement

2. Resumes of the proposed key personnel, including project manager and/or superintendent, including:

    a. Educational Background
    b. Work Experience
    c. References for each individual

3. A listing of all similar projects completed within the last five (5) years with a brief description of the project that includes: (if different than the Bidder reference)

    a. Project name and location
    b. Project size
    c. Project construction cost and date completed
    d. Owner and architect contact names and current telephone numbers

4. Claims and Suits Information (If the answer to any of the questions is yes, please attach details):

Y_____	N_✓_____	Has your organization ever failed to complete any work awarded to it?
Y_____	N_✓_____	Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?
Y_____	N_✓_____	Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?
Y_____	N_✓_____	Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/10/2023

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

PRODUCER Box Insurance Agency 1200 S. Main St., Ste 1600 Grapevine TX 76051	CONTACT NAME: PHONE (A/C, No, Ext): 817-865-1806 FAX (A/C, No): 817-424-1404 E-MAIL ADDRESS: certificates@boxinsurance.com
INSURED Wall Contractors, LLC PO Box 607 Chandler TX 75758 WALL-C2	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Cincinnati Insurance Co. — 10677 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 1076230541 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			EPP0630590	9/27/2022	9/27/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			EBA0630590	9/27/2022	9/27/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			EPP0630590	9/27/2022	9/27/2023	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED X RETENTION $ $0						Follow Form	$ Follow Form
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			EWC0630593	9/27/2022	9/27/2023	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

The General Liability, Auto Liability, and Workers Compensation policies include a Blanket Waiver of Subrogation provision/endorsement that provide this coverage to the certificate holder, only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Auto Liability policies include a blanket automatic additional insured provision/endorsement that provides such status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

SAMPLE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Box Insurance Agency

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BIDDER ENTITY INFORMATION

Contractor: Wall Contractors, LLC

Project: Pecan Grove East Park

Indicate One: _____ Sole Proprietor _____ Partnership ✓ LLC

_____ Corporation _____ Joint Venture _____ Other

NOTICE CONTACT

Name: Dustin Wall

Title: President

Email: wallcontractorsllc@outlook.com

Address: 2007 Cindy Lane

City: Denton

State & Zip: Texas 76207

Phone: (682)556-0238

PROJECT CONTACT (if different)

Name: _____

Title: _____

Email: _____

Address: _____

City: _____

State & Zip: _____

Phone: _____

State and Date of Incorporation, Partnership, Ownership, Etc. _____

Location of Principal Office: 2007 Cindy Lane, Denton, TX 76207

Contact and Phone at Principal Office: Dustin Wall (682)556-0238

Liability Insurance Provider: Box Insurance

Workers compensation Insurance Provider: Box Insurance

Address: 1200 S. Main St. Ste. 1600 Grapevine, TX 76051

Contact and Phone: Elise White - (817)612-5878

Number of Years in Business as a Contractor on the Types of Work Described in this Bid: 20+

SUPPLEMENTAL ENITITY INFORMATION

Is the company a:			
	Sole Proprietorship	_____ Yes	_____ No
	Partnership	_____ Yes	_____ No
	Limited Liability Company	✓ Yes	_____ No
	Corporation	_____ Yes	_____ No
	Other	_____ Yes	_____ No

If the company is a **sole proprietorship**, please list the owner's full legal name, the name under which business is conducted (i.e. d/b/a), the address for the company, including the state and county in which your business is located:

_____

_____

_____

If the company is a **partnership (general or limited)**, please list the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all of the partners for the partnership:

_____

_____

_____

If the company is a **limited liability company**, please list the exact name of the company, whether it is a limited liability company (LLC) formed under the laws of the State of Texas or another state, the business address for the company, including the state and county, and list the names of all the members and managers for the company:

Wall Contractors, LLC - (Texas) 2007 Cindy Lane, Denton, Texas 76207 - Denton County / Dustin Wall - President

If the company is a **corporation**, please list the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers for the corporation:

_____

_____

_____

If the company is **another entity** not listed above, please list the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and list the names of all of the persons authorized to act on the company's behalf:

_____

_____

_____

Is the company a minority or woman owned business enterprise? ✓ No _____ Yes (if yes, specify: _____ MBE _____ WBE)

BIDDER ENTITY REFERENCES

Please list at least five (5) references that can attest to the Bidder's quality of work on similar projects:

Project: Please see attached

Project Description: _____

Owner/Agency: _____

Contract Price: _____

Contact Person: _____ Phone: _____ Email_____

Project: _____

Project Description: _____

Owner/Agency: _____

Contract Price: _____

Contact Person: _____ Phone: _____ Email_____

Project: _____

Project Description: _____

Owner/Agency: _____

Contract Price: _____

Contact Person: _____ Phone: _____ Email_____

Project: _____

Project Description: _____

Owner/Agency: _____

Contract Price: _____

Contact Person: _____ Phone: _____ Email_____

Project: _____

Project Description: _____

Owner/Agency: _____

Contract Price: _____

Contact Person: _____ Phone: _____ Email_____

Project: _____

Project Description: _____

Owner/Agency: _____

Contract Price: _____

Contact Person: _____ Phone: _____ Email_____

Wall Contractors, LLC

PO Box 1504
Denton, Texas 76202
wallcontractorsllc@outlook.com
(682)556-0238

Company References

Current Projects:

City of Anna – Downtown Street Expansion: $3,000,000

Storm water improvements, waterline, fencing, paving, and parking

Contact: Justin Clay

Title: CIP Manager

Telephone: (214) 901-4616 Email: jclay@annatexas.gov

Completed Projects:

City of Lewisville – Paving Improvements: $700,000

Storm water improvements, paving, and parking

Contact: David Russell

Title: Engineer

Telephone: (972) 219-3421 Email: drussell@cityoflewisville.com

City of Van Alstyne – Downtown Improvements Phs. 1: $1,100,000

Storm water improvements, paving, and parking

Contact: Wade Peterson

Title: Architect

Telephone: (214) 478-3876 Email: wade.peterson@westwoodps.com

City of Kemp – Downtown Sidewalk Improvements: $600,000

Remove downtown sidewalks and driveways and replace with new paving and ADA ramps

Contact: Blake Bogenschutz with KSA Engineers

Title: Designing Engineer

Telephone: (903) 754-9962 Email: bbogenschutz@ksaeng.com

Wall Contractors, LLC

PO Box 1504
Denton, Texas 76202
wallcontractorsllc@outlook.com
(682)556-0238

City of Mesquite – Mesquite-Garland Trail Connector Project: $619,000

Install 12' wide hike and bike trail including utility work in a flood plain

Contact: Wes McClure

Title: City Engineer

Telephone: (972) 216-6924 Email: wmcclure@cityofmesquite.com

City of Murphy – North Hill Park Improvements/Travis Farms Park Improvements: $1.6 million

New playgrounds, concrete trails, tennis court, lighting, irrigation, landscape, site grading, and turf establishment

Contact: Bob Stoffels

Title: Landscape Architect

Telephone: (214) 553-5778 Email: bstoffels@dssland.com

The Colony – Pawsome Dog Park: $356,500

Earthwork, flatwork, irrigation, fencing, and landscaping

Contact: Eve Morgan

Title: Assistant Park Director

Telephone: (405) 880-1297 Email: emorgan@thecolonytx.gov

City of Garland – Central Park Site Improvement: $850,000

New playgrounds, sidewalks, stone seating walls, rubberized play surfacing, landscape, irrigation, grading, and turf establishment

Contact: Ziad Kharrat

Title: Parks Special Projects Administrator

Telephone: (972) 205-2756 Email: ZKharrat@garlandtx.gov

Wall Contractors, LLC

PO Box 1504
Denton, Texas 76202
wallcontractorsllc@outlook.com
(682)556-0238

City of Garland – Carter Softball Complex Parking Lot Improvements: $1.9 million

Remove asphalt parking lots, install lime-stabilized 6" paving (181,000 s.f.), lighting & irrigation

Contact: Ziad Kharrat

Title: Parks Special Projects Administrator

Telephone: (972) 205-2756 Email: ZKharrat@garlandtx.gov

City of Allen – Reed Park: $350,000

Trails, pavilion, stonework, and tennis court revamp

Contact: Laura Cuellar

Title: Park Planner

Telephone: (214) 509-4720 Email: lcuellar@cityofallen.org

City of Dallas – Lake Highland Trails: $949,771

New concrete trails and site amenities

Contact: Richard Ritz

Title: Landscape Architect

Telephone: (214) 670-4104 Email: Richard.ritz@dallascityhall.com

Bid Proposal

To: City of Sherman, Texas - Parks & Recreation Department
1002 N. Music Street
Sherman, Texas 75090

For: Pecan Grove East Park
2300 Pecan Grove Road

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:
City of Sherman, Texas - Parks & Recreation Department
1002 N. Music Street
Sherman, Texas 75090

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with OWNER in the form included in the Bidding Documents to furnish the Goods and Special Services as specified or indicated in the Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid due/received, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
Addendum No. 1	09/24/24 DAW
Addendum No. 2	09/24/24 DAW
Addendum No. 3	09/24/24 DAW
11 14	09/24/24 DM

B. Bidder has Provided a List of Proposed Sub-Contractors

C. Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided and become familiar with and is satisfied as to the observable local conditions that may affect cost, progress, or the furnishing of Goods and Special Services, if required to do so by the Bidding Documents, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services.

D. Bidder is familiar with and is satisfied as to all Laws and Regulations in effect as of the date of the Bid that may affect cost, progress, and the furnishing of Goods and Special Services.

E. Bidder has carefully studied, considered, and correlated the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services

will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods will be installed or Special Services will be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Bidding Documents.

F. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.

G. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing the Goods and Special Services for which this Bid is submitted.

ARTICLE 4 - BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.

For the purposes of this Paragraph 4.01.D:
"corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

"fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;

"collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

"coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.

ARTICLE 5 - BASIS OF BID

5.01 The undersigned bidder has thoroughly examined the Bid Documents, Plans, Specifications, and the site, understands the amount of work to be done, and hereby proposes to do all the work, furnish all labor, equipment, and materials necessary to fully complete the work as provided in the Bid Documents, Plans, Specifications, and subject to the inspection and approval of the Engineer and Owner.

5.02 The following unit prices shall be the basis of total compensation for performing the work and furnishing and installing each item, complete and in place. Upon acceptance of this proposal by the Owner, the bidder is bound to execute a contract completing the said work within the time stated and for the following sums, to wit:

5.03 This Proposal will be evaluated on the Total Base Bid Amount plus any and all of the bid alternates.

BID BOND

The undersigned Bidder hereby declares that Bidder has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above referenced Bid, and Bidder further agrees to commence work within TEN (10) days after the date of written notice to do so, and to have 100% of the work on which he has bid complete within **the bidder's proposed calendar day time frame.**

Enclosed with this proposal is a:

_____ Certified Check

__✓__ Bid/Proposal Bond

for an amount not less than 5% of the maximum amount bid which it is agreed shall be collected and retained by the Owner as liquidated damages in the event this Bid Response is accepted by the owner within NINETY (90) days after the bids are received and the undersigned fails to execute the contract and the required bond for the Owner within TEN (10) days after the date said proposal is accepted, and otherwise, said check or bond shall be returned to the undersigned upon request.

BIDS SUBMITTED WITHOUT REQUIRED CHECK OR BID BOND WILL BE CONSIDERED NON-RESPONSIVE.

Bidder (Firm Name)

Wall Contractors, LLC

Signature: [signature]

Name: Dustin Wall

Title: President

Address: P.O. Box 1504
Denton, TX 76202

Phone: (682) 556-0238

Email: wallcontractorsllc@outlook.com

Bid Bond No N/A

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Wall Contractors, LLC
2007 Cindy Lane
Denton, TX 76207

SURETY:
(Name, legal status and principal place of business)
American Contractors Indemnity Company dba Texas Bonding Company
801 South Figuerora Street, Suite 700
Los Angeles, CA 90017

OWNER:
(Name, legal status and address)
City of Sherman
220 W. Mulberry Street
Sherman, TX 75090

BOND AMOUNT: Five Percent of Greatest Amount Bid (5% G.A.B.)

PROJECT:
(Name, location or address, and Project number, if any)
Pecan Grove East Park Improvements Project / R316347.01

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and

Init.
/

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provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of October, 2024

(Witness)	Wall Contractors, LLC (Contractor as Principal) (Seal) (Title)
Crystal Langhorn (Witness) Crystal Langhorn	American Contractors Indemnity Company dba Texas Bonding Company (Surety) (Seal) Kim Bracamonte (Title) Kim Bracamonte, Attorney-in-Fact

Init. /

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TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Kim Bracamonte, Brad Johnson, Paul Fredette, Crystal Langhorn,
Steven W. Lewis, Andrea Nix, or Adam Syswerda

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Thirty Million***** Dollars (***$30,000,000.00***).

This Power of Attorney shall expire without further action on January 31st 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of February 2024.

AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS BONDING COMPANY, UNITED STATES SURETY COMPANY, U.S. SPECIALTY INSURANCE COMPANY

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On this 1st day of February 2024, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2478570
My Comm. Expires Jan 31, 2028

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 9th day of October 2024.

Bond No. N/A
Agency No. 18799

_____
Kio Lo, Assistant Secretary

visit tmhcc.com/surety for more information

HCCSMANPOA02/2024

Texas Bonding Company

TEXAS COMPLAINT NOTICE

IMPORTANT NOTICE	AVISO IMPORTANTE
To obtain information or make a complaint: 1. You may contact your agent. 2. You may call the company's toll free telephone number for information or to make a complaint at: 1-800-486-6695 3. You may also write to the company at: Texas Bonding Company 801 South Figueroa Street Suite 700 Los Angeles, CA 90017 USA 4. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at: 1-800-252-3439 5. You may write to the Texas Department of Insurance at: Consumer Protection (111-1A) P.O. Box 12030 Austin, Texas 78711-2030 Fax No. 512- 490-1007 Web: www.tdi.texas.gov E-mail: ConsumerProtection@tdi.texas.gov PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance. ATTACH THIS NOTICE TO YOUR POLICY This notice is for information only and does not become a part or condition of the attached document.	Para obtener informacion o para someter una queja: 1. Puede comunicarse con su agente. 2. Usted puede llamar al numero de telefono gratis de la compania's para informacion o para someter una queja al: 1-800-486-6695 3. Usted tambien puede escribir a la compañía: Texas Bonding Company 801 South Figueroa Street Suite 700 Los Angeles, CA 90017 USA 4. Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos, o quejas al: 1-800-252-3439 5. Puede escribir al Departamento de Seguros de Texas al: Consumer Protection (111-1A) P.O. Box 12030 Austin, Texas 78711-2030 Fax No. 512- 490-1007 Web: www.tdi.texas.gov E-mail: ConsumerProtection@tdi.texas.gov DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI). UNA ESTE AVISO A SU POLIZA Esta aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

HCCSOTXCOMPLAINT2023/06

Exhibit D

Affidavit of No Prohibited Interest

THE STATE OF Texas §

THE COUNTY OF Denton §

I, Braden Wall, 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 9th day of October, 2024.

Braden Wall
~~Signature of~~ Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Braden Austin Wall, 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 09 day of October, 2024

JESSICA MITCHELL
Notary Public, State of Texas
Comm. Expires 06-17-2026
Notary ID 13377621-6

Notary Public in and for the State of Texas
My commission expires: 06/17/2026

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: Braden Wall

Print Name & Title: Braden Wall | Superintendent

Firm Name: Wall Contractors, LLC

Date Signed: 10-9-24

NOTARIZATION

THE STATE OF Texas)
)
COUNTY OF Tarrant)

BEFORE ME, the undersigned notary public on this day personally appeared Braden Wall, on behalf of Wall Contractors 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 09 day of October, 2024.

JESSICA MITCHELL
Notary Public, State of Texas
Comm. Expires 06-17-2026
Notary ID 13277621-6

NOTARY PUBLIC IN AND
FOR THE STATE OF Texas

The following definitions apply to Texas Government Code Section 2270.001:

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

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

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

Exhibit C
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

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

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

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

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

_X_ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

_X_ 10. The Certificate of Insurance must state the project title.

___ 11. Other Insurance Requirements (State Below):

Exhibit D

Affidavit of No Prohibited Interest

THE STATE OF Texas §

THE COUNTY OF Denton §

I, Braden Wall, 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 9th day of October, 2024.

Braden Wall
~~Signature of~~ Official/Title

BEFORE ME, the undersigned authority, this day personally appeared Braden Austin Wall, 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 09 day of October, 2024

JESSICA MITCHELL
Notary Public, State of Texas
Comm. Expires 06-17-2026
Notary ID 13377621-6

Notary Public in and for the State of Texas
My commission expires: 06/17/2026

EXHIBIT E

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

~~ABNG~~ Wall Contractors, LLC.

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 _____ 11-6-24

Signature of vendor doing business with the governmental entity — Date

CONSTRUCTION AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS AND WALL CONTRACTORS, LLC

The **City of SHERMAN, Texas**, a home-rule municipality ("SHERMAN"), and **Wall Contractors, LLC,** a limited liability company ("Contractor"), enter into this Construction Agreement ("Agreement") for the **Pecan Grove East Park Improvements Project**. SHERMAN and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, SHERMAN desires to engage Contractor to provide services in connection with the **Pecan Grove East Park Improvements Project** under the terms and conditions of this Agreement ("Project");

WHEREAS, SHERMAN issued a Request for Proposals, attached hereto as Exhibit A and incorporated herein for all purposes ('Bid Request"), seeking competitively sealed bids for the **Pecan Grove East Park Improvements Project**; and

WHEREAS, Contractor timely submitted a sealed response to the Bid Request, attached hereto as Exhibit B and incorporated herein for all purposes ("Submittal"), seeking to provide such services for City; and

WHEREAS, based on Contractor's representations in response to the Bid Request, including those representations set forth in the Submittal, City has selected Contractor to provide the services sought in the Bid Request under the terms and conditions of this Agreement ("Project").

WHEREAS, Contractor has agreed to provide the services for the Project.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services.
Contractor shall provide the services and deliverables that are set forth and described in the Agreement Documents (hereinafter defined) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services"). The parties understand and agree that deviations or modifications to the scope of Services described in the Agreement Documents, in the form of one or more written change orders, may be authorized from time to time by SHERMAN ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the SHERMAN City Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the SHERMAN City Council's authorization for the SHERMAN City Manager to execute said Change Order. Contractor

agrees that SHERMAN's project managers, superintendents and/or inspectors are not authorized to issue verbal or written Change Orders.

2. Term.

Contractor shall mobilize on-site and commence performance of the Project (the "Mobilization Date") within ten (10) calendar days of the Effective Date of this Agreement (hereinafter defined) and shall complete the Services within Two Hundred Seventy (270) calendar days of the Notice to Proceed. All obligations relating to time set forth herein are material and are of the essence of this Agreement. This Agreement shall remain in full force and effect until completion of the Project to SHERMAN's satisfaction. The obligations listed hereunder shall be fulfilled upon the completion of the Project to SHERMAN's satisfaction.

3. Compensation.

In exchange for the Services as described in the Agreement Documents, SHERMAN agrees to pay the Contractor in an amount not to exceed Six Hundred Forty-Eight Thousand Twenty-Eight Dollars and Eight Cents ($648,028.08) for the completion of the Project contemplated by and in accordance with the Agreement Documents as follows:

On a monthly basis, Contractor shall submit a written invoice to SHERMAN for all Services completed in the immediately preceding month. The applicable portion of Contractor's Fee as reflected in each such invoice shall be due and payable by SHERMAN within thirty (30) days after SHERMAN finally accepts the Services described in each such invoice in accordance with the Agreement Documents and SHERMAN's ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising, except that SHERMAN is entitled to retain an amount equal to five percent (5%) of the Contractor's Fee, which shall be due and payable within thirty (30) days after Contractor completes the Project and SHERMAN finally accepts the same. Notwithstanding anything to the contrary herein, SHERMAN shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

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

4. Agreement Documents.

The "Agreement Documents," as that term is used herein, shall mean and include the

following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

a. This Agreement;

b. The Bid Request, attached hereto as Exhibit A;

c. The Submittal, attached hereto as Exhibit B;

d. SHERMAN's Insurance Requirements, attached hereto as Exhibit C;

d. City of SHERMAN's Standard Construction Details (which is on file in with the City Engineering Department);

e. The Standard Specifications for Public Works Construction (North Central Texas Third Edition 1998) as amended and supplemented by the City of SHERMAN's Special Provisions to said Standard Specification, as amended (which is on file in the City Engineering Department);

f. Affidavit of No Prohibited Interested, attached hereto as Exhibit D;

g. Conflict of Interest Questionnaire, attached hereto as Exhibit E;

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D or Exhibit E are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A, Exhibit C, Exhibit D, Exhibit E and Exhibit B shall prevail in that order.

5. Liquidated Damages.
Contractor acknowledges and agrees that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, SHERMAN will sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the parties agree that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, then Contractor shall pay SHERMAN the sum of two hundred fifty and 00/100 dollars ($250.00) for each calendar day in which the Services are not completed, not as a penalty but as liquidated damages for the damages that would be suffered by SHERMAN as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Services as required herein.

6. Payment, Performance and Maintenance Bonds.

Prior to commencing work under this Agreement, Contractor shall furnish to SHERMAN a payment bond and a performance bond, each of which shall be in an amount equal to one hundred percent (100%) of the total cost of the Project to ensure SHERMAN is indemnified: (i) against any claims for nonpayment of any part of the construction or work performed in connection with the Project; and (ii) for the completion of the Project in accordance with this Agreement. Prior to SHERMAN's final acceptance of the Project, Contractor shall furnish to SHERMAN a two (2) year maintenance bond in an amount equal to one hundred percent (100%) of the total cost of the Project to ensure the repair or remedy of any maintenance issues SHERMAN may have regarding the Project after SHERMAN finally accepts the same.

The bonds required by SHERMAN pursuant to this Section 5 must be: (i) good and sufficient bonds; (ii) in the amounts prescribed herein; and (iii) with a reputable and solvent corporate surety in favor of SHERMAN.

7. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

8. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified in SHERMAN's Insurance Requirements, attached hereto as Exhibit C and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to SHERMAN. Contractor also shall comply with all other requirements set forth in Exhibit C.

9. No Prohibited Interest; Vendor Disclosure.

Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the SHERMAN City Charter. Contractor shall execute and deliver to SHERMAN the Affidavit of No Prohibited Interest, attached hereto as Exhibit D and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the

vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to SHERMAN the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit E and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

10. Indemnity.

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

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

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

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

11. Liability.
To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. SHERMAN assumes no such responsibility or liability. SHERMAN shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

12. Compliance with Laws; Standard of Care.
Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify SHERMAN in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

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

SHERMAN is entitled to terminate this Agreement immediately on breach of any term

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

If after exercising any remedy provided herein, the cost to SHERMAN of the performance of the balance of the work on the Project is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse SHERMAN for such excess, without waiver of any other right or remedy of SHERMAN.

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

14. Authority to Execute.
Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

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

16. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, SHERMAN has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

17. Savings/Severability.
In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

18. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

19. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between SHERMAN and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

20. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

21. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

22. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

23. Headings.
The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

24. Indemnity.
The parties agree that the indemnity provision set forth in Section 10 herein is conspicuous and the parties have read and understood the same.

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

If to Contractor, to: Wall Contractors, LLC.
2007 Cindy Ln.
Denton, TX 76207

Telephone: (682) 556-0238
Email: wallcontractorsllc@outlook.com

If to SHERMAN, to: City of SHERMAN
Attn: Robby Hefton, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: robbyh@cityofsherman.com

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

26. Representations.
Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

27. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of SHERMAN; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and

all persons performing the same; that the doctrine of respondent superior shall not apply as between SHERMAN and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between SHERMAN and Contractor.

28. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of SHERMAN and the authorized representative of Contractor.

29. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

30. Reference to SHERMAN.
When referring to "SHERMAN" herein, this Agreement shall refer to and be binding upon SHERMAN, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom SHERMAN is legally responsible.

31. Certifications Required by Texas Law.
In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms in this Section have the meanings ascribed to them in the referenced statutes if defined therein.

32. Debarment/Suspension.
SHERMAN is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. SHERMAN, Contractor and Contractor's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Contractor shall include

a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

33. Restrictions on Lobbying.
SHERMAN and Contractor are prohibited from using funds awarded under the Agreement for lobbying purposes. Contractor shall include a statement of compliance with this provision in applicable procurement solicitations and third-party agreements for work on the Project.

34. Miscellaneous Drafting Provisions.
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

35. Multiple Counterparts.
This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

[*Signature page follows.*]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager

Date: _____

ATTEST:

_____
Linda Ashby, City Clerk

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Hullett, PC
Ryan D. Pittman, City Attorneys

a _____

By: _____
Printed Name: Dustin Wall
Title: President
Date: 11/06/24

STATE OF TEXAS §
§
COUNTY OF Galveston §

BEFORE ME, the undersigned authority, on this day personally appeared Dustin Wall, known to me to be one of the persons whose names are subscribed to the foregoing instrument; that he acknowledged to me he is the President and duly authorized representative for Wall Contractors, LLC and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of November, 2024.

FLOYD HADDOCK JR
Notary ID #125794167
My Commission Expires
October 3, 2026

_____
Notary Public in and for the State of Texas
My Commission Expires: 10/03/2026

RFP Evaluation - Pecan Grove East Park Improvements

EVALUATION CRITERIA	AUI Partners, LLC	CGC General Contractors, Inc.	Innovative Hardscape Services, LLC	Ratliff Hardscape, Ltd.	Tegrity Contractors, Inc.	Harper Smith & Associates	Wall Contractors, LLC
Total Project Price - 50 points	27.75	38.25	44.50	35.75	17.50	31.75	48.75
Bidder's Performance (past projects of similar size and scope**) - 15 points**	14.75	15.00	5.50	15.00	10.25	15.00	15.00
Bidder's Qualifications (including references**) - 10 points**	9.75	9.50	6.88	9.75	7.50	9.75	10.00
Staff Qualifications and Experience - 10 points	10.00	10.00	5.50	10.00	10.00	10.00	10.00
Bonding Rates and Mobilization Fee - 5 points	4.00	2.00	5.00	3.63	2.63	3.25	4.38
Bidder's Past Business Relationship with the City - 5 points	0.00	0.00	0.00	0.00	5.00	0.00	0.00
Long-Term Cost to the City (to acquire Bidder's goods and services**) - 5 points**	4.50	4.75	5.00	4.75	4.00	4.75	5.00
Evaluation Score	70.75	79.50	72.38	78.88	56.88	74.50	93.13

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.9.

Meeting Date: 11/18/2024

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO.* 7440**

Approving the Greater Texoma Utility Authority's Intention to Contract with Red River Construction Company, for the Sherman WTP - Sedimentation Basin Mechanism Replacement

Issue:

Authorizing Award of Contract Concurrent to GTUA for the installation of Water Treatment Plant Flocculation and Sedimentation equipment and for Removal and installation of Filter Media for the City of Sherman

Background:

The City of Sherman is in the process of rehabilitating the 10-million gallon per day Electro-Dialysis Removal (EDR) treatment process to run in conjunction with the 15-MGD UF/RO treatment plant to give a treatment capacity of 25-MGD. The EDR process is often referred to as the "Conventional" Plant and the UF/RO process is referred to as the "New Plant". In the process of the EDR upgrade and improvements, the flocculation and sedimentation equipment needs replacement. The flocculation and sedimentation equipment has been procured under a separate contract. This contract will install the flocculation and sedimentation equipment and remove and replace a gravity filter system that is also required for the EDR improvements.

The contract was advertised for bidding and bids were received on October 30th, 2024. The contractor currently doing other work at the water treatment plant was the only bidder at $1,199,000, which includes a $100,000 contingency.

We recommend the council approve concurrent to GTUA and award the bid to Red River Construction.

Origination:

Water Treatment Plant

Financial Consideration:

Funding for this project is through GTUA OM Bonds

Staff Recommendation:

It is recommended that the Greater Texoma Utility Authority (GTUA) be authorized to execute the required contract documents.

Alternatives:

As may be directed by the City Council

Attachments:

1. Resolution No. 7440
2. Recommendation of Award
3. Agreement
4. Bid Tab
5. Site Map

RESOLUTION NO. 7440

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENTION TO CONTRACT WITH RED RIVER CONSTRUCTION COMPANY, FOR THE SHERMAN WTP SEDIMENTATION BASIN MECHANISM REPLACEMENT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City of Sherman hereby approves the Greater Texoma Utility Authority's intention to contract with Red River Construction Company, for Sherman WTP Sedimentation Basin Mechanism Replacement in the amount of One Million One Hundred Ninety-Nine Thousand Dollars and Zero Cents ($1,199,000.00).

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

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

3000 Internet Blvd
Suite 400
Frisco, TX 75034

TEL 972.377.7480
FAX 972.377.8380

www.GarverUSA.com

November 6th, 2024

City of Sherman Engineering
Attn: Tom Pruitt, PE
220 W Mulberry St.
Sherman, TX 75090

Greater Texoma Utility Authority
Attn: Paul Sigle and Nichole Murphy
5100 Airport Dr.
Denison, TX 75020

Re: City of Sherman
WTP Sedimentation Basin Mechanism Replacement
Recommendation of Award

To whom it may concern:

Bids were received for the “Sherman WTP Sedimentation Basin Mechanism Replacement” project at the Sherman City Hall at 2:30 PM on October 30th, 2024. A total of one bidder submitted a bid on the project. A summary of the bid results can be found in the attached bid tabulation.

Red River Construction Company submitted the low bid for the project in the amount of $1,199,000. This bid includes the Owner’s Contingency Allowance as specified at $100,000.

We believe that the bid submitted by Red River Construction Co. represents a good value for the City of Sherman. We recommend that the construction contract for the "Sherman WTP Sedimentation Basin Mechanism Replacement" be awarded to Red River Construction Co. in the amount of $1,199,000.

Please call me if you have any questions.

Sincerely,
GARVER, LLC

Lance Klement, P.E.
Senior Project Manager

Attachments: Bid Tabulation

AGREEMENT

THIS AGREEMENT is by and between the GREATER TEXOMA UTILITY AUTHORITY ("GTUA") on behalf of City of Sherman, and Red River Construction Co., a Texas corporation (the "CONTRACTOR"). GTUA, City of Sherman, and CONTRACTOR are sometimes referred to collectively as the "parties" or individually as a "party."

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

Article 1. **WORK**

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

Sherman WTP Sedimentation Basin Mechanism and Filter Media Replacment

Article 2. **ENGINEER**

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

Article 3. **CONTRACT TIME**

3.1 The Work must be substantially completed and ready for final payment within 150 calendar days from the date when the Contract Time commences to run, as provided in the General Conditions.

3.2 Liquidated Damages. GTUA and CONTRACTOR recognize that time is of the essence of this Agreement and that GTUA will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by GTUA if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, GTUA and CONTRACTOR agree that CONTRACTOR shall pay GTUA $ 420.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by GTUA as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein.

Article 4. **CONTRACT PRICE**

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

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

Article 5. **PAYMENT PROCEDURES**

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

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

Article 6. **INTEREST**

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

Article 7. **CONTRACTOR'S REPRESENTATIONS**

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

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

7.3 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Provisions.

7.4 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

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

8.1 This Agreement
8.2 Solicitation for Bids
8.3 Instructions to Respondents
8.4 Certifications Required by Texas Law
8.5 Suspension and Debarment Certification
8.6 Bid Bond and Bid Bond POA
8.7 Statement of Respondent’s Qualifications
8.8 Insurance Requirement Affidavit
8.9 Bid Submittal
8.10 Resolution of Award

8.11 Form 1295, Certificate of Interested Parties
8.12 Certificate of Insurance
8.13 Performance Bond and POA
8.14 Payment Bond and POA
8.15 Notice to Proceed
8.16 Closeout Documents
8.17 Special Provisions
8.18 Technical Specification prepared or issued by the City of Sherman dated October 2024 .
8.19 Drawings, consisting of sheets numbered 01 through 016 , inclusive with each sheet bearing the following general title: City of Sherman, Sherman WTP Sedimentation Basin Mechanism and Filter Media Replacement
8.20 Addenda numbers 1 to 1 , inclusive.
8.22 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

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

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

Article 9. **INDEMNITY**

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS GTUA, THE CITY OF SHERMAN AND THEIR RESPECTIVE BOARD OR CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "GTUA" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF GTUA (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST GTUA BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL

ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

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

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

Article 10. **LIABILITY**

To the fullest extent permitted by law, CONTRACTOR shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of CONTRACTOR under this Agreement, and for any and all damage to CONTRACTOR's equipment and other property. GTUA and the City of Sherman assume no such responsibility or liability. GTUA and the City of Sherman shall have no such responsibility or liability to either CONTRACTOR or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

Article 11. **TERMINATION**

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

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

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

Article 12. **MISCELLANEOUS**

12.1 Terms used in the Agreement will have the meanings indicated in the Special Provisions.

12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due, may not be assigned without such

consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.

12.4 Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

12.5 The parties acknowledge and agree that, in executing and performing this Agreement, GTUA has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it or the City of Sherman against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

12.6 In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

12.7 If either party files any action or brings any proceeding against the other arising from this Agreement, then as between GTUA and CONTRACTOR, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

12.8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

12.9 Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

12.10 CONTRACTOR covenants and agrees that CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of GTUA; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between GTUA and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between GTUA and CONTRACTOR.

12.11 GTUA and CONTRACTOR agree the City of Sherman is an intended third-party beneficiary of CONTRACTOR's obligations under the Contract Documents and shall be entitled to enforce such obligations as if it were a party hereto and may seek and obtain any and all available remedies against CONTRACTOR in the event

CONTRACTOR breaches any term or provision of the Contract Documents, it being the intent of GTUA and CONTRACTOR to confer direct benefits on the City of Sherman under the Contract Documents. In addition, GTUA and CONTRACTOR agree that the City of Sherman is entitled to exercise all rights of GTUA under the Contract Documents.

12.12 This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

12.13 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

12.14 GTUA and CONTRACTOR each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 13. **OTHER PROVISIONS**

None.

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

GTUA:	CONTRACTOR: Red River Construction Co.
_____	_____
By: _____	By: _____
Date: _____	Date: _____
	(Corporate Seal)
Attest: _____	Attest: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____

CITY OF SHERMAN
PROJECT NAME: Sherman WTP Sedimentation Basin Mechanism Replacement
GARVER PROJECT NO: 21W05325
BID PROPOSAL FORM: ORIGINAL
BIDS RECEIVED: OCTOBER 30, 2024 2:30 PM

				Red River Construction	
ITEM	QTY	UNITS	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	1	LS	All Work as defined in the Contract Documents, except those listed separately below	$ 1,052,000.00	**$1,052,000**
2	1	LS	Mobilization and demobilization.	$ 47,000.00	**$47,000**
3	1	LS	Contingency Allowance 1 for Work Change Directives (miscellaneous work on a change authorization basis) required during completion of the Project to be used solely at the discretion of the Owner and Engineer, for the lump sum of: One Hundred Thousand Dollars	$ 100,000.00	**$100,000**
TOTAL BASE BID AMOUNTS					**$1,199,000**

TOTAL BASE BID AMOUNT **$1,199,000**

ima Rd
Water Treatment
Flocculation / Sedimentation
Basin Rehab and Filter
Media Replacement
N
0 150 300 600
Feet
Esri Community Maps Contributo
© OpenStreetMap contributors
Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.10.

Meeting Date: 11/18/2024

Prepared By:

Approved By: Robby Hefton, City Manager

Caption:
**** RESOLUTION NO. 7441***
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 417 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 417 votes; and a total of 1,000 votes are 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 417 votes for Brad Morgan, one of the candidates for the Grayson Central Appraisal District Board of Directors.

Alternatives:
The City Council could abstain from casting its votes.

Attachments:
1. Resolution No. 7441
2. GCAD Letter
3. GCAD Official Ballot

RESOLUTION NO. 7441

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 417 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, 2024; 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 417 votes for the following candidate for the position of Director of the Grayson Central Appraisal District, as follows:

Brett Graham *Candidate*	 *Number of Votes*
Obie Greenleaf *Candidate*	 *Number of Votes*
Brad Morgan *Candidate*	**417** *Number of Votes*
Sean Vanderveer *Candidate*	 *Number of Votes*
Charlie Williams *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 18th day of November, 2024.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, 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 18, 2024

Robby Hefton, City Manager & Presiding Officer of Governing Body
City of Sherman
P.O. Box 1106
Sherman, TX 75090

Dear Taxing Entity & Presiding Officer of Governing Body:

The nominations for the GCAD Board of Director's positions have been received. 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 2025. The number of votes allocated to **City of Sherman** is: **417**

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, 2024**. 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.

*****For entities that have at least 5% of the vote - See 6.03 (k)(1) below*****

Sec. 6.03 (k- 1) This subsection applies only to an appraisal district established in a county with a population of 120,000 or more. The governing body of each taxing unit entitled to cast at least five percent of the total votes must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser not later than the third day following the date the resolution is adopted.

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

ENTITY VOTING OF THE BOARD OF DIRECTORS OF THE GRAYSON CENTRAL APPRAISAL DISTRICT 2025-2028 STAGGERD TERMS

- 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

Brad Morgan

Sean Vanderveer

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 Agenda Item No. H.11.

Meeting Date: 11/18/2024

Prepared By: Kim Hobbs, Quality Services Administrative Assistant

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7442**

Authorizing the Purchase of Sixteen New Solar Street Lights from Fonroche Lighting America through BuyBoard

Issue:

To consider approval of a resolution to purchase sixteen new Solar Street lights from Fonroche Lighting America through Buyboard to be used at Grand Avenue.

Background:

The requested purchase will replace the current street lights at Grand Avenue.

Origination:

Department of Public Works

Financial Consideration:

The new Solar Street lights will be purchased from Fonroche Lighting America for $80,928.00 through Buyboard. Funding for this purchase was appropriated in the 2024-2025 Capital Improvement Fund budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new Solar Street lights from Fonroche Lighting America through Buyboard.

Alternatives:

As may be recommended by the City Council

Attachments:

1. Resolution No. 7442
2. Fonroche Lighting Quote
3. BuyBoard Interlocal Participation Agreement

RESOLUTION NO. 7442

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF SOLAR STREET LIGHTS FROM FONROCHE LIGHTING AMERICA THROUGH BUYBOARD; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Fonroche Lighting America through Buyboard new Solar Street Lights at a total price of Eighty Thousand Nine Hundred Twenty Eight Dollars ($80,928.00). Any agreements related to the purchase must be approved by the City Attorney. Funds for this purchase are being committed out of the City of Sherman's fiscal year 2024-2025 budget.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, 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

FONROCHE lighting AMERICA

Fonroche Lighting America
4900 David Strickland Rd.
Forest Hill, TX 76119
(817) 516-2056

Opportunity Owner	Jess Ellison	Quote Number	00083529
Payment Terms	100% Net 30 from Ship Date-contingent on credit approval	Quote Name	G8065-ShermanTx-NGrandAve-RevA
Shipping Terms	Prices are FOB Origin	Quote Date	11/4/2024
Notes to the customer	Panels require clear, unshaded solar access to the South.	Quote Expiration Date	2/4/2025
		Est. Lead Time	4-6 Weeks
		Ship To Name	City of Sherman TX
		Ship To	1304 W Lamar St Sherman, Texas 76090 United States

Shipping estimated; final cost determined on day of shipping and added to invoice.

Beware of Fraud: Any advance payment request will only be made on the basis of a proforma invoice sent by Fonroche Lighting America.

Fonroche Model Number	Fonroche Product Description	Price System	Quantity	Amount
2[T54-CK16B-4K-T3] [P270F-3P]HW-MC Fixture Color: BK POLE: 25Ft. Round Tapered Pole-Anchor Base-CBP-2-4FT Arm --Pole Color: BK	SmartLight Assembly with 936Wh-24V NiMH Battery , special extreme temperature (from -40 °F to +158 °F), 1 x 270W solar module with Top of Pole assembly and Intelligent management/control system. Provisioned for TWIN Fixture configuration. Twin Essential (Formerly CK16B) Fixture 4K Color Temp.-Type 3 Fixture Color: BK - . Power Assembly color is black. Mount: High wind and enhanced marine coating. 25Ft. Round Tapered Pole-Anchor Base-CBP-2-4FT Arm --Pole Color is BK 8 Year Warranty All Night Lighting 365 Days a Year - Full Battery Replacement Assumes No Shading | Assumes little or no snow 10 Degrees Tilt 100% =18 Watts worst case conditions.T-PM: 6 hrs. @100% | T-N (Balance of night) @40% | T-AM: 1 hrs. @100%	USD 4,828	16.00	USD 77,248

Total Line Items	USD 77,248
Shipping and Handling	USD 3,680
Quote Total	USD 80,928

This quotation is subject to the following terms and conditions

Seller's Terms and Conditions of Sale in effect on the date of this order shall apply to this quote and are hereby incorporated by reference. Seller's Terms and Conditions of Sale may be viewed at https://www.fonrochesolarlighting.com/about-us/terms/.

Pricing is based on Fonroche Lighting America's Standard Terms & Conditions and any additional terms stipulated herein. It is the Representative's responsibility to convey these terms to the customer. Without prior written approval from Fonroche Lighting America's Sales Director, any deviation from these terms may constitute a change in this pricing at the time of order. In the event that Fonroche Lighting America is unable recuperate difference in pricing from end customer, it may deduct the difference from representative's commission.

TIPS THE INTERLOCAL PURCHASING SYSTEM AWARDED VENDOR

BuyBoard

Allied States Cooperative BY ESC 19

npp gov

RECEIVED JUL 15 2002

YOUR COPY

INTERLOCAL PARTICIPATION AGREEMENT

RECEIVED JUL 15 2002

for the
Texas Local Government Purchasing Cooperative

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between the Texas Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member"). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members.

WITNESSETH:

WHEREAS, the Cooperative Members are authorized by Chapter 791, et seq., The Interlocal Cooperation Act of the Government Code ("the Act"), to agree with other local governments to form purchasing cooperatives; and

WHEREAS, the Cooperative is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Cooperative Member does hereby adopt the Organizational Interlocal Agreement, together with such amendments as may be made in the future, reflecting the evolving mission of the Cooperative and further agrees to become an additional party to that certain Organizational Interlocal Agreement promulgated on the 26th day of January, 1998.

NOW, THEREFORE, BE IT RESOLVED that the undersigned Cooperative Member in consideration of the agreement of the Cooperative and the Cooperative Members to provide services as detailed herein does agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the adoption and execution of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, together with such amendments as may be made in the future and further agrees to become a Cooperative Member.
2. **Term.** The initial term of this Agreement shall commence at 12:01 a.m. on the date executed and signed and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The terms, conditions, and general provisions set forth below shall apply to the initial term and all renewals.
3. **Termination.**
    a. By the Cooperative Member. This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative; provided all charges owed to the Cooperative and any vendor have been fully paid.
    b. By the Cooperative. The Cooperative may terminate this Agreement by:
        1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
        2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

c. Termination Procedure. If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.

4. **Payments.**
   a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
   b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

TO BE COMPLETED BY THE COOPERATIVE:
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By: _____ Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By: _____ Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name:	MARYANN WINKLER
Address:	405 N. RUSK STREET
	SHERMAN, TEXAS 75090
Phone:	(903) 892-7285
Fax:	(903) 891-0255
Email:	PURCH@TEXOMA.NET

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.12.

Meeting Date: 11/18/2024

Prepared By: Kylar Christison, Wastewater Project Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7443***

Authorizing the Purchase and Installation of a Modular Building at the WWTP from Palomar Modular Buildings through the Purchasing Cooperative Buyboard.

Issue:

To consider approval of a resolution to purchase and install a modular building through Buyboard for use at the WWTP to house staff during laboratory renovations and new staff additions.

Background:

The building will support staff from the Industrial Pretreatment department during the upcoming utilities laboratory renovations and WWTP staff as staff are added to support the new MBR treatment plant.

Origination:

Treatment Services

Financial Consideration:

The building will be purchased from Palomar Modular Buildings for $152,972.00 through Buyboard. Funding for this purchase was appropriated in the fiscal 2024-2025 Utility Improvement Fund.

Staff Recommendation:

It is recommended that council approve the purchase of this building from Palomar Modular Buildings.

Alternatives:

As may be recommended by the City Council.

Attachments:

1. Resolution No. 7443
2. City of Sherman 2858 Office Building Specification 10-30-24
3. City of Sherman Proposal Letter 2868
4. BuyBoard Interlocal Participation Agreement

RESOLUTION NO. 7443

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE AND INSTALLATION OF A MODULAR BUILDING AT THE WWTP FROM PALOMAR MODULAR BUILDINGS THROUGH THE PURCHASING COOPERATIVE BUYBOARD; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager is authorized to negotiation and execute the contract for the purchase and installation of a modular building at the WWTP from Palomar Modular Buildings; subject to all Contract Documents being properly completed and approved as to form and content.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, 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

PALOMAR
MODULAR BUILDINGS

SPECIFICATION AND STATEMENT OF WORK

CUSTOMER	*CITY OF SHERMAN*	LAYOUT	*28' X 58' NOMINAL*
DESTINATION	*SHERMAN, TX*	SIZE	*1,624*
BUILDING. TYPE	*VB*	# OF MODS	*2*
DATE	*9/26/2024*	CODES	*2021 IBC, IPC, IMC, 2015 IECC, 2020 NEC, 2012 TAS*
CONSTR TYPE / USE:	*BUSINESS*		

FLOORS

FRAME TYPE	*OUTRIGGER SIZED TO MEET DESIGN CRITERIA*
RUNNING GEAR	*TIRES, AXLES WILL NOT BE RETURNEDTO PMB AND HITCHES REMOVED AND STORED UNDER UNIT, IF BUILDING IS SET LOWER THAT 34" AFG HITCH TO BE LEFT OUTSIDE BUILDING LINE.*
WOOD JOISTS	*2X10 SYP @ 16 OC*
INSULATION	*R-30 FIBERGLASS UNFACED FIBERGLASS BATT*
DECKING	*3/4" STURDI-FLOOR T&G*
MOISTURE PROTECTION	*"BOTTOM BOARD" WOVEN, REINFORCED POLY*
FLOOR COVERING	*12 IN COMMERCIAL VINYL TILE*
LOCATION	*T/O*
COVE BASE	*4 IN VINYL*

EXT. WALLS

WOOD STUDS	*2X6 @ 16 O.C. WITH DOUBLE TOP AND SINGLE BOTTOM PLATES*
INSULATION	*R-19 FIBERGLASS UNFACED FIBERGLASS BATT*
EXTERIOR SHEATHING	*7/16" OSB*
MOISTURE CONTROL	*BUILDING WRAP*
EXTERIOR SIDING	*29 GA STEEL PRE-FINISHED, PANEL LOC +*
VINYL GYP WALL FINISH	*5/8" VINYL COVERED GYP (VENETIAN FROST)*

INT. WALLS

WOOD STUDS	*2X4 @ 16 O.C. WITH DOUBLE TOP AND SINGLE BOTTOM PLATES*
INSULATION	*R-11 UNFACED*
VCG WALL FINISH	*5/8" VINYL COVERED GYP (VENETIAN FROST)*
CLASS "C" FRP	*FULL HEIGHT*
LOCATION	*RESTROOMS*

ROOF

TYPE	*WOOD WITH LAMINATED PLYWOOD MATE BEAMS*
STD. WOOD RAFTERS	*2X10 @ 24 OC*
INSULATION	*R-30, UNFACED*
DECKING	*7/16" OSB*
FELT OR SLIP SHEET	*YES*
METAL ROOF COVERING	*29 GA GALVALUME ROOF PANEL-LOC + OVER 1 LAYER 15# FELT*
CEILING	*2X4 SUSPENDED CEILING, USG RADAR TILE, 15/16 GRID*

DOORS

EXTERIOR STEEL DOORS	*(2) 3-0 / 6-8 STEEL DOOR, KNOCK DOWN FRAME, CLOSER, PAINTED 18GA DOOR ,16GA FRAME, INSULATED*
INTERIOR DOORS	*(8) 3-0 / 6-8 PRE FINISHED SOLID CORE WOOD DOOR / 18GA "TIMELY" KNOCK DOWN STEEL FRAME*
DOOR GLAZING	*(2) DOOR GLASS: 6X27" (EXT)*
EXT DOOR HARDWARE	*(2) PMB STANDARD LEVER/LEVER GRADE 2*
INT DOOR HARDWARE	*(2) LEVER-PPRIVACY: GRADE 2, PMB STANDARD*
INT DOOR HARDWARE	*(6) LEVER-LOCKSET GRADE 2 PMB STANDARD*
DOOR STOPS	*FLOOR MOUNTED*

WINDOWS

EXTERIOR WINDOWS	*(8) 3-0 / 4-0 DUAL PANE, LOW E, CLEAR GLAZING, SINGLE HUNG VINYL FRAME (SERIES 200)*
BLINDS	*(8 EA.) 1" METAL MINI BLINDS*

ELECTRICAL

CONDUIT	*NON-METALLIC TUBING (ENT)*
RECEPTACLES	*DUPLEX RECEPTACLES, 20 AMP, UNBREAKABLE COVERS*
GFI RECEPT.	*(4) EA 20 AMP*
EXTERIOR RECEPTACLE	*(2) EA, CONVENIENCE DUPLEX WITH COVER*
CEILING WHIP/WIRED BOX	*(1) EA 20 AMP IN CONFERENCE ROOM*
DEDICATED RECEPTACLES	*20A W/RECEPTACLE. (COPIERS, REFRIG, ETC.)*
DEDICATED RECEPTACLES	*20A - 30A CONNECTION (30 GAL OR SMALLER WATER HEATER)*
PANELS	*(1) 225A, 10KAIC, 1P, CLIP BREAKERS*
ROOM LIGHTING	*2X4 LED FIXTURES*
EMERGENCY LIGHTS	*(1) EMERGENCY - 2 BULB LED WITH REMOTE HEAD*
EXIT LIGHTS	*(2) EXIT LIGHTS, LED W/BATTERY BU*
EXTERIOR LIGHTS	*(2) EXTERIOR PORCH, LED AT EACH EXIT*
OCC. SENSOR, SINGLE	*(9) EACH WALL MOUNTED*
EMPTY BOX & CONDUITS	*(24) STUBBED TO CEILING, 3/4"*

FIRE PROTECTION

NIC	*NONE*

PLUMBING

SUPPLY PIPING	*PEX*
WASTE PIPING	*PVC/ SCH 40 DWV*
TOILETS	*(2) TOILET, HC, FLOOR MOUNTED, TANK TYPE*
LAVYS	*(2) LAVY, WALL MOUNT W/SINGLE LEVER FAUCET/TV*
SINKS	*(1) SINK - SINGLE BOWL STAINLESS STEEL, W/SINGLE LEVER FAUCET/ TV*
MISC. STUBS	*(1) EA REFRIGERATOR BOX*
WATER HEATERS	*(2) EA TANKLESS: STD ELEC, (2 LAVY MAX)*
ACCESSORIES	*(2) EA 18" x 36" SS FRAMED MIRRORS*

ACCESSORIES	*(2) EA SET HC GRAB BARS FOR HC TOILET*
ACCESSORIES	*(2) EA TOILET PAPER HOLDER - SINGLE SURFACE MOUNTED*
HVAC	
STD. UNITS	*WALL MOUNTED PACKAGED HVAC WITH ELECTRIC HEAT STRIP, 1 PHASE, SIZED PER DESIGN REQUIRMENTS*
SUPPLY AIR	*DUCTED*
DUCTING	*FLEX DUCT*
RETURN AIR	*DUCTED*
THERMOSTATS	*7 DAY PROGRAMABLE WITH OCCUPANT OVERIDE*
DIFFUSERS	*ADJUSTABLE DIFFUSERS*
FILTER	*AT UNIT*
EXHAUST FANS	*(2) 80 CFM EXHAUST FAN/LIGHT COMBO*
MILLWORK & BLOCKING	
CABINETS	*BASE & OVERHEAD CABINETS, INC. PLAM COUNTER TOPS*
MISC. & ACCESSORIES	
NIC	*NONE*
SHIP LOOSE	
CLOSE UP	*CLOSE-UP PLASTIC FOR SKIRTING OR BELLY BAND*
SKIRT FRAMING	*PRESSURE TREATED WOOD FRAMING (36" HT)*
SKIRTING	*29 GA METAL*
SET UP	*ANCHORS, AUGER, STRAPS, CLIPS*
SET UP	*2" X 8" PT SHIMS & OAK WEDGES*
NOTES	
SITE WORK	
	DELIVERY, SET AND SKIRT

PALOMAR MODULAR BUILDINGS (PMB)

CLARIFICATIONS

ALL MATERIALS AND EQUIPMENT PROVIDED FOR THE CONSTRUCTION OF THIS PROPOSED PROJECT WILL BE OF TYPICAL QUALITY AND DURABILITY FOR SIMILAR TYPES OF CONSTRUCTION. ANY MATERIALS LISTED WITH SPECIFIC NAME BRANDS MAY BE SUBSTITUTED FOR OTHER BRANDS OF COMPARABLE QUALITY.

PALOMAR MODULAR BUILDINGS (PMB) MANAGEMENT'S PROPOSAL IS BASED ON THESE WRITTEN SPECIFICATIONS AND STATEMENT OF WORK PROVIDED

CUSTOMER IS RESPONSIBLE FOR ALL PERMITS INCLUDING BUILDING PERMITS, LICENSING COSTS AND IMPACT FEES. PMB WILL BE RESPONSIBLE FOR ALL PERMITS REQUIRED FOR TRANSPORTATION OF THE MODULES OVER THE ROAD.
BUILDING FOOTPRINT NEEDS TO BE WITHIN 12" OF LEVEL IN A 60' SPAN

CUSTOMER WILL PROVIDE AN APPROPRIATE GRADED AND COMPACTED SITE AS REQUIRED FOR THE SETTING OF THE MODULAR BUILDING. GRADING SHOULD PROVIDE POSITIVE DRAINAGE AWAY FROM THE BUILDING AND COMPACTIONTO A MINIMUM ALLOWABLE SOIL BEARING PRESSURE OF 2000 PSF. IT IS ASSUMED THAT THE MODULAR BUILDING WILL BE SET ABOVE GRADE. PMB WILL UTILIZE ABS PADS AND STACKED CMU BLOCK PIERS TO SET THE BUILDING ON GRADE.

FINISHED FLOOR WILL BE BETWEEN 34" AND 38" ABOVE GRADE
CUSTOMER WILL PROVIDE SITE ACCESSIBILITY FOR STANDARD MODULAR INDUSTRY DELIVERY AND INSTALLATION VEHICLES
PRICES ARE VALID FOR 30 DAYS.
THE BUILDING WILL BE BUILT IN COMPLIANCE WITH THE INTERNATIONAL BUILDING CODE, AMERICANS WITH DISABILITIES ACT, AND THE NATIONAL ELECTRIC CODE. THE BUILDING WILL BE ENGINEERED TO MEET LOCAL FLOOR AND ROOF LOAD REQUIREMENTS AND WILL HAVE ELECTRICAL, HEATING AND COOLING LOADS SIZED IN ACCORDANCE WITH NEC AND IBC CODES. COST TO COMPLY WITH LOCAL CODES BEYOND THE ATTACHED FLOOR PLAN AND SPECIFICATIONS IS THE RESPONSIBILITY OF THE OWNER.

CUSTOMER WILL MAKE SITE ACCESSIBLE FOR MODULAR INDUSTRY DELIVERY VEHICLES WHEN PMB IS READY TO DELIVER MODULAR SECTIONS.
IF SITE IS NOT READY IN TIME FOR DELIVERY OF MODULES, CUSTOMER AGREES TO REIMBURSE PMB FOR TEMPORARY STORAGE, STAGING AND/OR DAMAGES WHILE MODULES ARE STORED.

SCOPE

PMB WILL MANUFACTURE ALL MODULES IN ACCORDANCE WITH STATE AND CUSTOMER APPROVED DRAWINGS
PMB WILL TRUCK SET ALL MODULAR BUILDINGS IN ACCORDANCE WITH A MUTUALLY AGREED SITE PLAN.
PMB WILL MAKE FINAL MODULAR MATE LINE STRUCTURAL CONNECTIONS AND FINISHES INCLUDING ELECTRICAL AND HVAC CROSSOVERS PROVIDED BY PMB IN THE FIELD
PMB WILL PROVIDE AND INSTALL PRESSURE TREATED WOOD FRAMING WITH SIDING TO MATCH EXTERIOR OF BUILDING INCLUDING VENTILATION & SKIRT PANEL ACCESS
ROOF SLOPE TO ACCOMMODATE MODULAR CONSTRUCTION METHODS
CUSTOMER WILL PROVIDE APPROPRIATE AND CURRENT GEOTECHNICAL INFORMATION AS REQUIRED FOR FOUNDATION LAYOUT, NO FOUNDATION DESIGN IS INCLUDED
PMB WILL PROVIDE STANDARD MODULAR STATE APPROVALS AND ENGINEERING (IF STATE HAS A MODULAR BUILDING PROGRAM)
PMB STANDARD GENERAL LIABILITY UNTIL PMB WORK IS COMPLETE.
STANDARD PMB WARRANTY INFORMATION PROVIDED AT THE COMPLETION OF THE PROJECT.
STANDARD PMB TECHNICAL INPUT (SUBMITTAL PACKAGE) PROVIDED FOR CUSTOMER REVIEW AND APPROVAL.

EXCLUSIONS

ALL UTILITIES, SITE WORK, SITE PREPARATION, ACCESS FOR MODULAR UNITS, HAULING ROADS, CRANES OR ACCESS ROADS
ADA ACCESSIBILITY
BELOW GRADE FOOTERS
FOUNDATION DESIGN
ANY AND ALL WORK NOT ASSOCIATED WITH THE MODULAR BUILDING
FINAL CONNECTION OF ALL UTILITIES
MANIFOLDING OF WASTE LINES UNDER BUILDING IF BUILDING HAS PLUMBING
FURNITURE, FIXTURES OR EQUIPMENT
CARD ACCESS READERS
LOW VOLTAGE WIRING INCLUDING, FIRE ALARM, PHONE, DATA, COAXIAL, MASS NOTIFICATION, PA SYSTEM, CCTV, SECURITY, ETC.
BUILDERS RISK INSURANCE
ANY HORIZONTAL CONDUIT FOR LOW VOLTAGE WIRING

FIRE SUPPRESSION OR FIRE ALARM SYSTEMS
FIRE EXTINGUISHER
DUMPSTER, PMB WILL PLACE TRASH AND CONSTRUCTION DEBRIS IN A CLOSE RECEPTACLE TO THE BUILDING WHICH IS PROVIDE BY THE CUSTOMER
PORT-A-POTTY
TEMPORARY ELECTRIC
TEST AND BALANCE OF THE HVAC SYSTEM
CRANES, MAN LIFTS OR FORKLIFTS
SIGNAGE
SURVEYING
STAKING OF THE SITE TO SHOW WHERE BUILDING IS GOING.
CLEANING OF ANY KIND BEYOND BROOM SWEEP
TAXES AND BONDING OF ANY KIND
LOCAL ZONING AND DEED RESTRICTIONS
PERMITS INCLUDING BUT NOT LIMITED TO BUILDING PERMITS, LICENSING COSTS AND IMPACT FEES.
PRESSURE TREATED WOOD OR METAL DECKS, STEP AND RAMPS PER ADA REQUIREMENTS
GUTTERS, DOWNSPOUTS AND SPLASH BLOCKS
CANOPIES
ASPHALT OR CONCRETE PARKING LOT, INCLUDING DRIVES, ENTRIES, CURBS, SIGNAGE, ETC. AS OR IF REQUIRED
REINFORCED CONCRETE FOR SIDE WALKS, ROADS, RAMPS, STOOPS, DECKS, STEPS AND EQUIPMENT PADS

505 North I-35 East, DeSoto, Texas 75115 P 469.727.0727 F 469.727.0728 866.912.4587
www.palomarmodularbuildings.com

October 25, 2024

Kylar Christison
Wastewater Project Manager
City of Sherman
Sherman, TX

Thank you for your interest in Palomar Modular Buildings LLC. The price reflected below for new 28'x68' (nominal dimensions) Office Building, manufactured, delivered, and set in Sherman, TX is based on the attached specifications. Buyboard #732-24

1. The purchase price as specified is **$152,972.** The purchase price does not include poured concrete footers, canopies, handicap ramps, steps, gutters, self-contained fire alarm, low voltage equipment, utility hookups, site work, taxes or permits. It is assumed that the site can support the building, is relatively level and easily accessible.

2. The building will be built in compliance with the International Building, Plumbing and mechanical codes, Americans with Disabilities Act, and the National Electric Code. The building will be engineered to meet local floor and roof load requirements and will have electrical, heating and cooling loads sized in accordance with code. Cost to comply with local codes beyond the attached floor plan and specifications is the responsibility of the owner.

3. ***Due to the volatility in lumber and other commodity markets we can only honor prices for 30 days.***

4. Prices are valid for 30 days. Our payment terms are 25% due upon execution of PO or Contract, 25% due upon completion of manufacturing, and final 50% upon delivery and installation.

Sincerely,

Jane Tavern
Business Development
Palomar Modular Buildings LLC
O-469-727-0727
C-214-546-2843

RECEIVED JUL 15 2002

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        1. Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member fails or refuses to make the payments or contributions as herein provided; or
        2. Giving thirty (30) days notice by certified mail to the Cooperative Member.

c. Termination Procedure. If the Cooperative Member terminates its participation during the term of this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member under any provision of this Article, the Cooperative Member shall bear the full financial responsibility for any purchases occurring after the termination date, and for any unpaid charges accrued during its term of membership in the Cooperative. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. The Cooperative Member will not be entitled to a refund of membership dues paid.

4. **Payments.**
   a. The Cooperative Member agrees to pay membership fees based on a plan developed by the Cooperative. Membership fees are payable by Cooperative Member upon receipt of an invoice from the Cooperative, Cooperative Contractor or vendor. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the 31st day following the due date and continue to accrue until the contribution and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
   b. The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the Invitation to Bid and related procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring party shall be the exclusive obligation of the procuring Cooperative Member.
5. **Cooperative Reporting.** The Cooperative will provide periodic activity reports to the Cooperative Member. These reports may be modified from time to time as deemed appropriate by the Cooperative.
6. **Administration.** Cooperative Member will use the BuyBoard purchasing application in accordance with instruction from the Cooperative; discontinue use upon termination of participation; maintain confidentiality and prevent unauthorized use; maintain equipment, software and testing to operate the system at its own expense; report all purchase orders generated to Cooperative or its designee in accordance with instructions of the Cooperative; and make a final accounting to Cooperative upon termination of membership.
7. **Amendments.** The Board may amend this agreement, provided that notice is sent to each participant at least 60 days prior to the effective date of any change described in such amendment which, in the opinion of the Board, will have a material effect on the Cooperative Members participation in the Cooperative.

GENERAL PROVISIONS

1. **Authorization to Participate.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative.
2. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all reasonable policies and procedures established by the Cooperative.
3. **Compensation.** The parties agree that the payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Cooperative for the services or functions performed under the Agreement, and that the portion of gross sales paid by participating vendors enables the Cooperative to pay the necessary licensing fees, marketing costs, and related expenses required to operate a statewide system of electronic commerce for the local governments of Texas.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative and/or any past or current Cooperative Member in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Cooperative's sole discretion, with respect to such litigation, claim or disputes. The Cooperative Member does hereby agree that any suit brought against the Cooperative or a Cooperative Member may be defended in the name of the Cooperative or the Member by the counsel selected by the Cooperative, in its sole discretion, or its designee, on behalf of and at the expense of the Cooperative as necessary for the prosecution or defense of any litigation. Full cooperation by the Cooperative Member shall be extended to supply any information needed or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws. Travis County, Texas will be the location for filing any dispute, claim or lawsuit.
9. **Limitations of Liability.** COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Organizational Interlocal Agreement, and Exhibits, represents the complete understanding of the Cooperative, and Cooperative Member electing to participate in the Cooperative.
11. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director Financial Planning, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400.
12. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
13. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the date indicated.

TO BE COMPLETED BY THE COOPERATIVE:
TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE, as acting on behalf of all other Cooperative Members

By: _____ Date: 7-15-02
Gerald Brashears, Cooperative Administrator

TO BE COMPLETED BY COOPERATIVE MEMBER:

CITY OF SHERMAN, TEXAS

By: _____ Date: 5/28/2002
L. SCOTT WALL, CITY MANAGER

Coordinator for the Cooperative Member is:

Name:	MARYANN WINKLER
Address:	405 N. RUSK STREET
	SHERMAN, TEXAS 75090
Phone:	(903) 892-7285
Fax:	(903) 891-0255
Email:	PURCH@TEXOMA.NET

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.13.

Meeting Date: 11/18/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7444***

Authorizing Execution of an Agreement with M&G Home Builders for the Abatement of AD Valorem Property Taxes for the Construction of a New Single-Family Residence at 620 South First Street within the City of Sherman Reinvestment Zone, Number 10 (#10)

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 620 South First Street situated within City of Sherman Reinvestment Zone, Number Ten (#10).

Background:

On June 5, 2023, City Council renewed the residential tax abatement program to encourage the redevelopment within the City of Sherman's Reinvestment Zone, Number Ten (#10). This application is for the construction of a new single-family residence at this location. This lot is in the current designated zone for residential tax abatement.

Origination:

M&G HOME BUILDERS

Financial Consideration:

A $75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately $513.08 annually.

Staff Recommendation:

The staff recommends approval of this abatement since it meets the requirements of the process.

Alternatives:

The City Council could decide against granting this abatement.

Attachments:

1. Resolution No. 7444
2. Residential Tax Abatement Agreement
3. Exhibit A - Plat
4. Deed
5. Application
6. Building Permit
7. Site Plan
8. Location Map
9. Site Photo
10. Reinvestment Zone Map

RESOLUTION NO. 7444

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH M&G HOME BUILDERS FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 620 SOUTH FIRST STREET WITHIN CITY OF SHERMAN REINVESTMENT ZONE, NUMBER TEN (#10); 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 receipt of a fully-executed agreement from M&G HOME BUILDERS and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with M&G HOME BUILDERS for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 620 South First Street, lying within City of Sherman Reinvestment Zone, Number Ten (#10), in accordance with the City's policies and procedures established for this purpose.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, 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 PITTMAN, CITY ATTORNEY

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY, and **M&G HOME BUILDERS** hereinafter referred to as OWNER,

WITNESSETH:

WHEREAS, on the 18th day of April, 2016, the City Council of Sherman, Texas, passed Ordinance No. 5948 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, on the 19th day of August, 2019, the City Council of Sherman, Texas adopted Ordinance No. 6241 and redesignated the Reinvestment Zone to be City of Sherman Reinvestment Zone, Number Ten (#10); and

WHEREAS, on the 9th day of June, 2023, the City Council of Sherman, Texas adopted Ordinance No. 6598 and renewed the designation of the Residential Reinvestment Zone, Number Ten (#10); and

WHEREAS, the CITY has adopted a resolution (Resolution No. 7085) stating that it elects to be eligible to participate in a residential tax abatement program; and

WHEREAS, the CITY desires to create the proper economic and social environment to induce the investment of private resources in real estate construction located in incorporated areas of the CITY; and

WHEREAS, the CITY hereby finds that it may effectively encourage and assist the creation of such an environment by participating in tax abatement pursuant to the CITY; and

WHEREAS, the CITY has created a reinvestment zone within its jurisdiction to induce the investment of private resources in real estate construction located in incorporated areas of the CITY, and OWNER has agreed to construct certain real property improvements; and

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 18th day of April, 2016;

NOW, THEREFORE, WITNESS THIS TAX ABATEMENT AGREEMENT which provides as follows:

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2024, and continuing for tax years 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, and 2033 with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2024, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

TAX YEAR	ABATEMENT
2024	100%
2025	100%
2026	100%
2027	100%
2028	100%
2029	100%
2030	80%
2031	60%
2032	40%
2033	20%

II.

2.01 OWNER warrants and represents that the real property upon which OWNER has constructed or will construct improvements is qualified property within the meaning of that Act, and that such has been and will remain eligible for tax abatement under the provisions of the Property Redevelopment and Tax Abatement Act, Sections 312.001, et seq., Texas Tax Code.

2.02 To continue to qualify for tax abatement under the terms of this Agreement, OWNER hereby warrants and represents that the improvements made by OWNER on the real property described herein are for residential use.

2.03 The tax abatement granted under the terms of the Agreement shall only be implemented if the appraised value of all real property and improvements located thereon owned by OWNER and lying within designated zone exceeds the base year value. The OWNER agrees that Grayson Appraisal District shall, at reasonable times upon reasonable notice, have access to the property made the subject of this Agreement, and that the above set forth inspectors shall be

able to inspect the property to ensure that the improvements are being made in accordance with the terms and conditions hereof and utilized in accordance with this Agreement.

III.

3.01 The term of this Agreement shall be for tax years 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, and 2033 as indicated above in paragraph 1.01.

IV.

4.01 The kind, number and location of all proposed property improvements are set forth as follows:

Construction of one (1) new Single-Family Residence at 620 South First Street, Sherman, Texas, and as more particularly described by metes and bounds as to hereafter include the property described in **Exhibit A**:

5.01 OWNER agrees that, should he fail to make improvements substantially as described or fail to perform any other term or covenant hereof, CITY shall have the right, after giving notice and opportunity to cure as hereinafter set out, to recapture all tax revenue on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value as assessed by the Grayson Appraisal District for all years this Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by OWNER during the years this Agreement has been in force shall be due January 1 of the next following year and shall be delinquent if not paid on or prior to January 31st. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days' written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

VI.

6.01 This Agreement shall inure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

7.01 CITY agrees that this Agreement may be assigned, and the improvements leased or sub-leased, without any further necessity for consent, by the OWNER to any person, firm or corporation.

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. Such modification must be in writing and signed by all the parties hereto and made by the same procedure by which the original Agreement was approved and executed. In no event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

9.01 This Agreement shall be construed subject to the laws of the State of Texas, and particularly to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

9.02 All appraisal values for real property shall be made by the Grayson Appraisal District or such other entity as may succeed or replace such District.

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 512 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

10.01 This Agreement is subject to all provisions of all outstanding bond issues of CITY. To the extent that this Tax Abatement Agreement conflicts with any of the provisions of such bond issues, such bond issues and attendant documents thereto shall control.

XI.

11.01 This Tax Abatement Agreement is specifically subject to present laws of the State of Texas and any future laws enacted subsequent to the execution of this Agreement which may provide retroactively for a modification of Agreements of this type as a matter of law. Upon the effective date of any such law, then this Agreement shall automatically be so modified.

XII.

12.01 Notices required by this Agreement shall be mailed to the following addresses as some may be in the future changed by either party upon written notice to the other:

City of Sherman
P.O. Box 1106
Sherman, Texas 75091-1106
(903) 892-7200

M&G HOMEBUILDERS
1218 N Brents Ave
Sherman, TX 75090
(903) 870-8212

Copy to: Grayson Appraisal District
512 North Travis Street
Sherman, Texas 75090
(903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, _____.

CITY:
CITY OF SHERMAN, TEXAS

BY: _____
ROBBY HEFTON

OWNER:
M&G HOME BUILDERS

BY: _____
M&G HOME BUILDERS

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

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **M&G HOME BUILDERS** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein express.

GIVEN UNDER MY HAND and seal of office this 10th day of October, 2024 A.D.

Monica Boatner

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

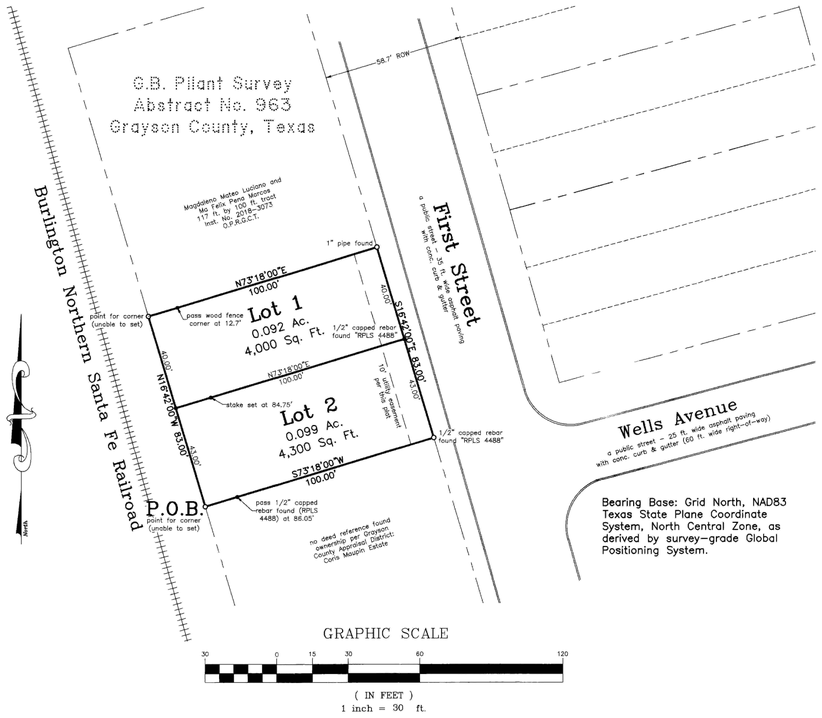
EXHIBIT A

Vicinity Map

(not to scale)

General Notes:

1. Water Supply to be provided by the City of Sherman.
2. Sewer service to be provided by the City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery Co.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. The property shown on the plat hereon lies within a Zone "X" (areas determined to be outside 500-year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48181C0290 F, Revised Date: September 29, 2010.
8. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.



GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

FIELD NOTES

SITUATED in the City of Sherman, County of Grayson, State of Texas, being out of the G.B. Pilant Survey, Abstract No. 963, being all of the "called" 42 ft. by 100 ft. tract of land conveyed by General Warranty Deed from Umair A. Saleem and Qundeel Aslam to M&G Home Builders, LLC on August 5, 2020 and recorded in Instrument No. 2020-20354, Official Public Records, Grayson County, Texas and being better described as a 43 ft. by 100 ft. tract (Tract No. 2) of land conveyed by Trustee's Deed from Johnnie C. Caldwell to Curtis L. Seidlits Jr. on December 4, 1981, and recorded in Volume 1622, Page 450, Deed Records, Grayson County, Texas, and all of the 40 ft. by 100 ft. tract of land conveyed by General Warranty Deed from Michael P. Tollison and Kristi A. Tollison to M&G Home Builders on October 31, 2020 and recorded in Instrument No. 2020-30777, said Official Public Records (being better described in Volume 907, Page 258, said Deed Records) and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point in the East line of the Burlington Northern Santa Fe Railroad right-of-way, at the Southwest corner of both said M&G Home Builders 42 ft. 100 ft. tract and the herein described tract;

THENCE North 16 deg. 42 min. 00 sec. West, with the East line of said Burlington Northern Santa Fe Railroad right-of-way and the West line of both said M&G Home Builders 42 ft. by 100 ft. tract and 40 by 100 ft. tract, a distance of 83.00 ft. to a point at the Southwest corner of the "called" 117 ft. by 100 ft. tract of land conveyed to Magdalena Mateo Luciano and Ma Felix Pena Marcos conveyed in Instrument No. 2018-3073, said Official Public Records and the Northwest corner of both said M&G Home Builders 40 ft. by 100 ft. tract and the herein described tract;

THENCE North 73 deg. 18 min. 00 sec. East, with the apparent South line of said Luciano and Marcos tract and the North line of said M&G Home Builders 40 ft. by 100 ft. tract, passing a wood fence post at 12.7 ft. and continuing on for a total distance of 100.00 ft. to a 1 inch pipe found in the West right-of-way line of First Street, at the Southeast corner of said Luciano and Marcos tract and the Northeast corner of both said M&G Home Builders 40 ft. by 100 ft. tract and the herein described tract;

THENCE South 16 deg. 42 min. 00 sec. East, with the West line of said First Street and the East line of both said M&G Home Builders 40 ft. by 100 ft. tract and 42 ft. by 100 ft. tract, a distance of 83.00 ft. to a ½ inch capped rebar found, stamped "RPLS 4488" at the Southeast corner of both said M&G Home Builders 42 ft. by 100 ft. tract and the herein described tract;

THENCE South 73 deg. 18 min. 00 sec. West, with the South line of said M&G Home Builders 42 ft. by 100 ft. tract, passing a 1/2 inch capped rebar found (RPLS 4488) at 86.05 ft. and continuing on for a total distance of 100.00 ft. to the **PLACE OF BEGINNING** and containing **0.191 ACRES and/or 8,300 SQUARE FEET** of land.

Job No. CGS520323 22259

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Owners:
M&G Home Builders
1218 N. Brents Avenue
Sherman, Texas 75090

P:\Land Projects R2\42-ft-by-100-ft-tract-GB-Pilant-Survey\Civil 3D\Plat.dwg 5/30/2023 1:28 PM

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

Kate A. Wagner, R. P. L. S. No. 6578 Date: 5/31/2023

STATE OF TEXAS · KATE A. WAGNER · 6578 · REGISTERED PROFESSIONAL LAND SURVEYOR

I, M&G Home Builders, sole owner of Mora on First Addition to the City of Sherman, Texas, do hereby dedicate the streets, easements, alleys, rights-of-way, parks, school sites and other public places shown hereon to the public use forever.

Martin Covarrubias, Authorized Agent for M&G Home Builders

AVIGATION RELEASE

WHEREAS, M&G Home Builders, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as Preliminary Plat of Mora on First Addition, an addition to the City of Sherman, Grayson County, Texas.

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

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

Executed this 27th day of June, 2023.

By:_____

By: Martin Covarrubias for M&G Home Builders, Owner

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared Martina Covarrubias, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 27th day of June, 2023.

Notary Public, Grayson County, Texas

DAWN MARIE WEST
Notary Public, State of Texas
Comm. Expires 04-14-2025
Notary ID 133038657

Sherman
CLASSIC TOWN. BROAD HORIZON.

This, the Final Plat of Mora on First Addition to the City of Sherman, Texas, is hereby approved this 18th day of April, 2023, by the Planning and Zoning Commission of the City of Sherman, Texas.

Chairman Secretary

This, the Final Plat of Mora on First Addition to the City of Sherman, Texas, is hereby approved this 15th day of May, 2023, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: _____ 06/30/2023
MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing Final Plat of Mora on First Addition to the City of Sherman, Texas, was submitted to the City Council of Sherman, Texas, on the 15th day of May, 2023, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

WITNESS MY HAND THIS 30th DAY OF June, 2023, BY Linda Ashby
CITY CLERK, CITY OF SHERMAN, TEXAS

CITY OF SHERMAN, TEXAS

Filed for Record
in the Official Records Of:
Grayson County Clerk
On: 7/12/2023 9:18:05 AM
In the PLAT Records
MORA ON FIRST ADDN
Doc Number: 2023-139
Number of Pages: 1
Amount: 43.00
Order#: 20230712000019
By: LD

GRAYSON COUNTY, TEXAS

Final Plat
Mora on First Addition
to the
City of Sherman
Grayson County, Texas
0.191 Acres
in the
G.B. Pilant Survey
Abstract No. 963

2020 - 30777

VG-286-2020-30777

Grayson County
Wilma Bush
County Clerk
Sherman, TX 75090

Instrument Number: 2020 - 30777

Real Property Recordings

Recorded On: November 05, 2020 12:30 PM

Number of Pages: 3

Parties: TOLLISON MICHAEL P ETAL

" Examined and Charged as Follows: "

Total Recording: $20.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described Document because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	30777
Receipt Number:	20201105000061
Recorded Date/Time:	November 05, 2020 12:30 PM
User:	Hailee A
Station:	CLERK05

Record and Return To:

M & G HOME BUILDERS
1218 N BRENTS

SHERMAN TX 75090

STATE OF TEXAS
COUNTY OF GRAYSON

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

Wilma Bush
County Clerk
Grayson County, TX

General Warranty Deed

Date: October 31, 2020

Grantor: TOLLISON MICHAEL P & KRISTI A

Grantor's Mailing Address:

2493 CR 2510
QUINLAN, TX 75474

Grantee: M&G Home Builders

Grantee's Mailing Address:

1218 N Brents
Sherman, TX 75090

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Being a tract of land situated in the G.B. Pilant Survey, Abstract No. 963, Grayson County, Texas, being a tract of land 40 feet by 100 feet called tract 3, Pilant Survey, City of Sherman, Grayson County, Texas.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

IN WITNESS WHEREOF, Grantor has executed and delivered this General Warranty Deed under seal as of the day and year first above written.

TOLLISON, MICHAEL P

TOLLISON, KRISTI A

STATE OF TEXAS)
COUNTY OF GRAYSON)

This instrument was acknowledged before me on October 31, 2020, by Michael & Kristi Tollison.

SHALYN D HERNANDEZ
Notary ID #126252357
My Commission Expires
September 13, 2023

Notary Public, State of Texas
My commission expires: 09/13/2023

AFTER RECORDING RETURN TO:

M&G Home Builders LLC

1218 N Brents Ave.

Sherman, Texas, 75090

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: M&G HOME BUILDERS

Mailing Address: 1218 N. BRENTS AVE, SHERMAN, TX 75090

Telephone Number: 9038708212

Email Address: mghomebuilders1@gmail.com

Contact (if different than owner):

Name: _____

Mailing Address: _____

Telephone Number: _____

Email Address: _____

Property:

Physical Address: 620 S. FIRST

Summary Legal Description: Lot: 1 Block: _____ Addition: MORA ON FIRST

Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

Estimated Value of Construction of New Home (Cannot exceed $150,000.00): 101,000

Estimated Date of Start of Construction: 10/15/2024

Estimated Date of Completion of Project: 01/15/2025

Description of Project: NEW RESIDENTIAL CONSTRUCTION

Applicant(s): _____ Date: 10/2/2024

_____ Date: _____

Checklist:

- Application
- Deed
- Building Permit (Staff can obtain, but it must be issued for construction)
- Site Plan (Staff can obtain from the Building Permit application)
- Photo of the Site
- Signed and notarized Residential Tax Abatement Agreement (Staff will prepare and send to you via email, but you must have it signed and notarized to be attached to the City Council Agenda)

Please return all items to planning@cityofsherman.com

- $75.00 fee to be billed through MyGov
    - Checks or cash can be hand delivered to Development Services, 220 W. Mulberry St, Sherman, TX 75090 or checks can be mailed to: ATTN: Planning Dept/Development Services, PO Box 1106, Sherman, TX 75091

Process:

Once all items are received, Staff is required to post publicly 30 days prior to the City Council meeting in which the item will be posted. Once the Abatement is signed by all parties, it shall be returned to the applicant.

More information can be found by visiting Residential Tax Abatements | Sherman, TX - Official Website (https://www.ci.sherman.tx.us/119/Residential-Tax-Abatements)

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN

New Residential Building Permit

#24-004996 | Issued on: 10/08/2024 at 8:36 AM

Project Description: new residential construction

ADDRESS	LEGAL	PERMIT HOLDER	OWNERS
620 S FIRST St Sherman, TX	G-0963 Pilant G B A-g0963, 40x100	M&G HOME BUILDERS LLC *MARTIN COVARRUBIAS* (903) 870-8212	• M and G Home Builders LLC

INFORMATION FIELDS

Zoning District	R - 4	Square Feet of Living Area	996
Square Feet of Garage Area	258	Total Square Feet	1286
Bedrooms	2	Bathrooms	2
Number of Stories	1	Number of Acres	.092
Type of Construction List	Wood Frame	Garage Parking	1
Off Street Parking	2	Tax Abatement	Yes
Sewer Disposal	Public Sewer	Water Supply	Public
Heating	Electric	Permit Certification	Yes

FEE	TOTAL	PAID	DUE
Building Permit Fee (R)	$ 643.00	$ 643.00	$ 643.00
Storm Water Fee	$ 25.00	$ 25.00	$ 25.00
Impact Fee Zone 3	$ 440.00	$ 440.00	$ 440.00
Impact Fee - Water	$ 1,021.00	$ 1,021.00	$ 1,021.00
Impact Fee - Sewer	$ 164.00	$ 164.00	$ 164.00
TOTALS	$ 2,293.00	$ 2,293.00	$ 0.00

NOTICE

This permit becomes null and void if work or constructions authorized is not commenced within 6 months, or if construction or work is suspended of abandoned for a period of 6 months at any time after work is started. This permit is for the Permit Holder only. Repermitting will be required if Contractor changes.

I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provision of any other state or local law regulating construction or the performance of construction.

It shall be the duty of the holder of this permit to notify the Building Department when work is ready for inspection. It shall be the duty of the Permit Holder to provide access to and means for inspections of such work required by the adopted codes.

Permit not valid until signed by all parties.

(Signature of Contractor or Authorized Agent) _____ Date _____

(Approved By) Flood Plain Administrator Wayne Close 10-9-2024 Date

(Approved By) Building Official or his Designee 10-8-24 Date

Note: This permit is not approved or valid until signed by the Building Official or his Designee.

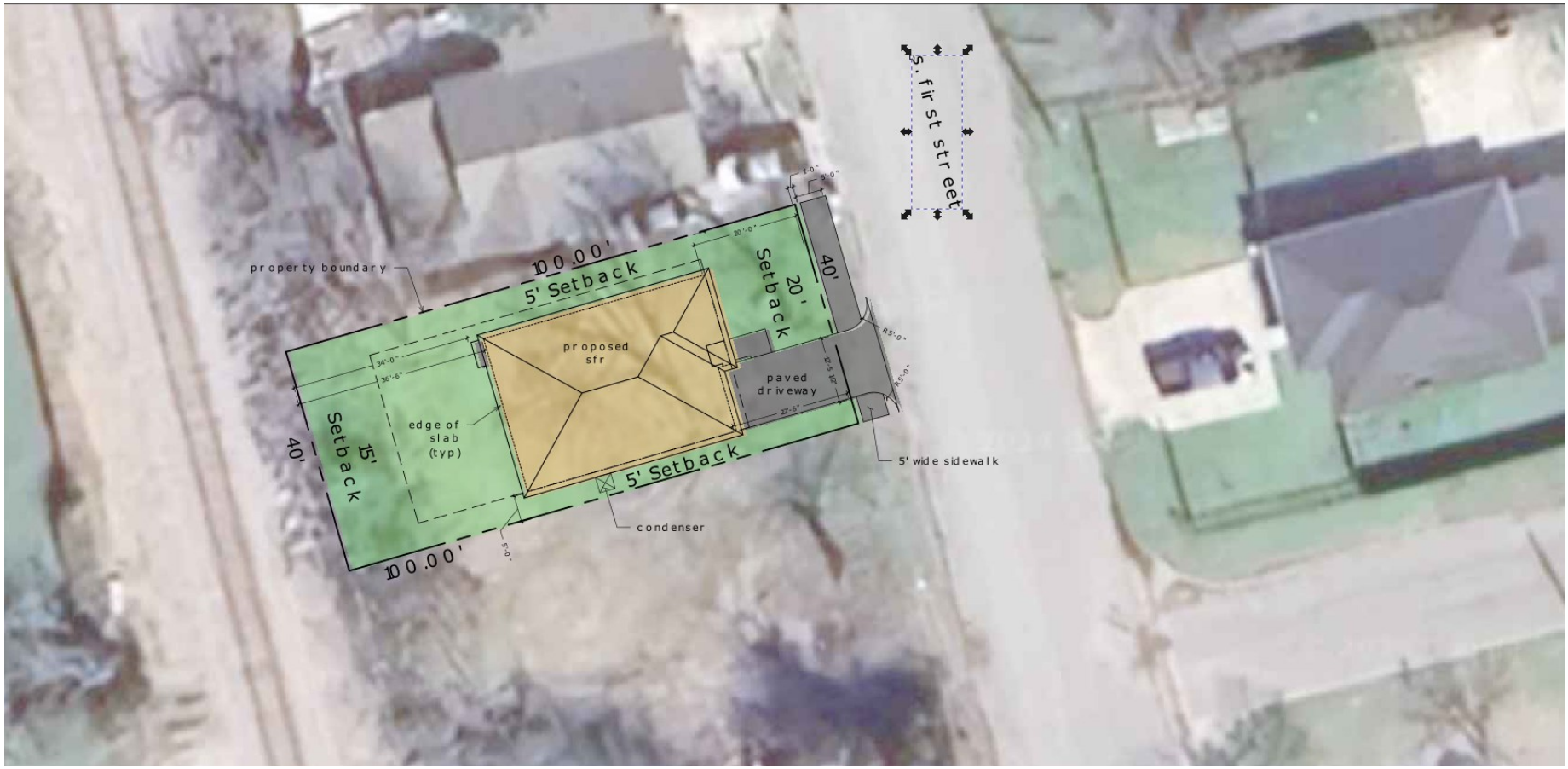
MARKED PLANS IN MYGOV

The following codes have been adopted by the City of Sherman as of February 5, 2024:

International Residential Codes 2021
International Building Codes 2021
National Electric Code 2023
International Fuel Gas Code 2021
International Mechanical Code 2021
International Plumbing Code 2021
International Energy Conservation Code 2021
International Fire Code 2021
International Existing Building Code 2021
International Swimming Pool and Spa Code 2021
International Property Maintenance Code 2021

ALL WORK AND MATERIALS SHALL COMPLY WITH THE 2021 IRC, IECC AND THE 2023 NEC.

A form board survey is required before construction begins to ensure all required setbacks have been met.


S. first street
property boundary
100.00'
5' Setback
20' Setback
40'
proposed sfr
paved driveway
edge of slab (typ)
15' Setback
40'
5' Setback
100.00'
condenser
5' wide sidewalk

dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

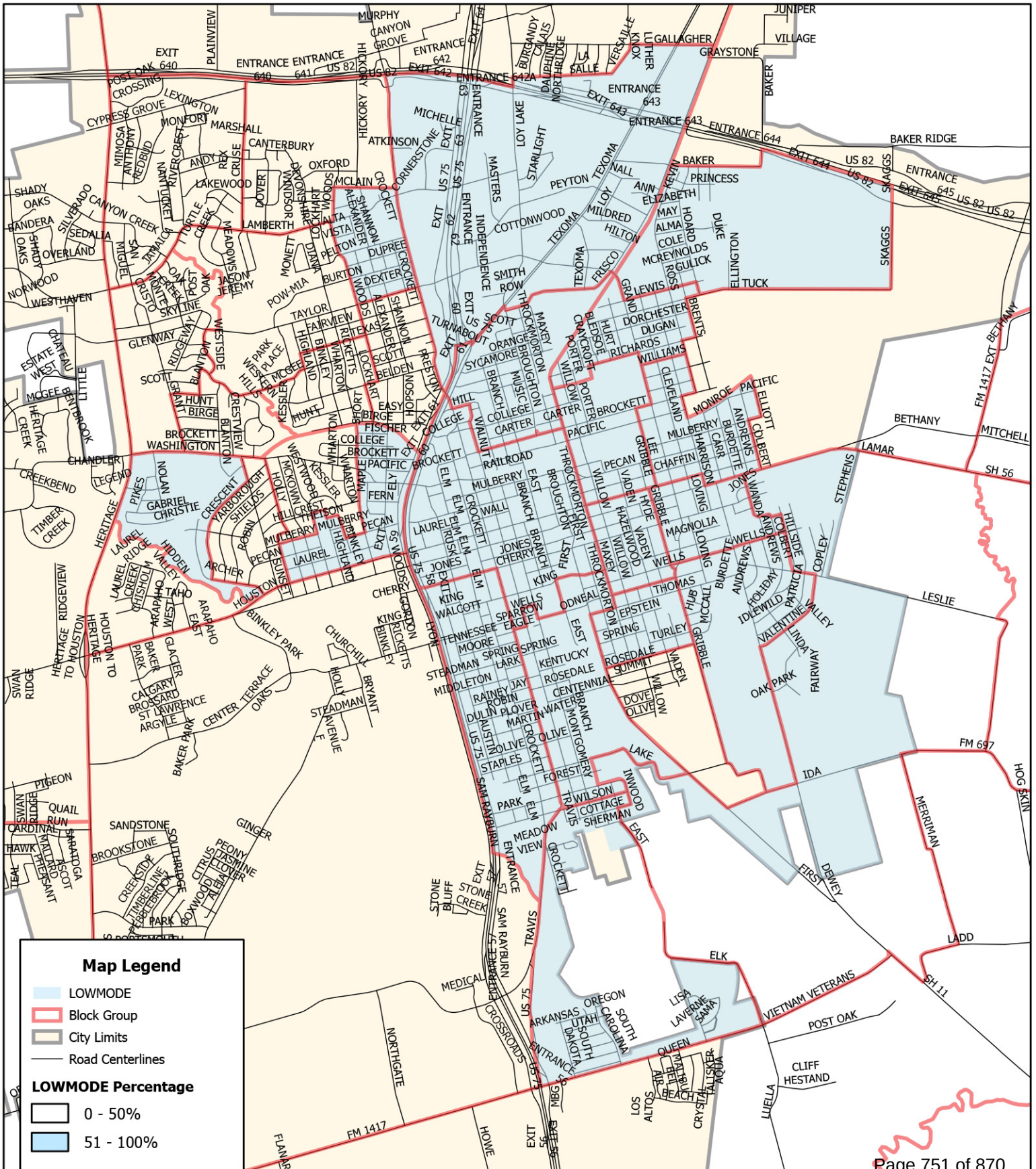
City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
620 S FIRST ST

N
W E
S

Date: 10/3/2024 8:25 AM

620 S First St


Map Legend
LOWMODE
Block Group
City Limits
Road Centerlines
LOWMODE Percentage
0 - 50%
51 - 100%

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.14.

Meeting Date: 11/18/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7445***

Authorizing Execution of an Agreement with M&G Home Builders for the Abatement of AD Valorem Property Taxes for the Construction of a New Single-Family Residence at 401 East Wilson Avenue within the City of Sherman Reinvestment Zone, Number 10 (#10)

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 401 East Wilson Avenue situated within City of Sherman Reinvestment Zone, Number Ten (#10).

Background:

On June 5, 2023, City Council renewed the residential tax abatement program to encourage the redevelopment within the City of Sherman's Reinvestment Zone, Number Ten (#10). This application is for the construction of a new single-family residence at this location. This lot is in the current designated zone for residential tax abatement.

Origination:

M&G HOME BUILDERS

Financial Consideration:

A $75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately $558.80 annually.

Staff Recommendation:

The staff recommends approval of this abatement since it meets the requirements of the process.

Alternatives:

The City Council could decide against granting this abatement.

Attachments:

1. Resolution No. 7445
2. Residential Tax Abatement Agreement
3. Exhibit A - Plat
4. Deed
5. Application
6. Building Permit
7. Site Plan
8. Location Map
9. Site Photo
10. Reinvestment Zone Map

RESOLUTION NO. 7445

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH M&G HOME BUILDERS FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 401 EAST WILSON AVENUE WITHIN CITY OF SHERMAN REINVESTMENT ZONE, NUMBER TEN (#10); 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 receipt of a fully-executed agreement from M&G HOME BUILDERS and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with M&G HOME BUILDERS for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 401 East Wilson Avenue, lying within City of Sherman Reinvestment Zone, Number Ten (#10), in accordance with the City's policies and procedures established for this purpose.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, 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 PITTMAN, CITY ATTORNEY

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY, and **M&G HOME BUILDERS** hereinafter referred to as OWNER,

WITNESSETH:

WHEREAS, on the 18th day of April, 2016, the City Council of Sherman, Texas, passed Ordinance No. 5948 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, on the 19th day of August, 2019, the City Council of Sherman, Texas adopted Ordinance No. 6241 and redesignated the Reinvestment Zone to be City of Sherman Reinvestment Zone, Number Ten (#10); and

WHEREAS, on the 9th day of June, 2023, the City Council of Sherman, Texas adopted Ordinance No. 6598 and renewed the designation of the Residential Reinvestment Zone, Number Ten (#10); and

WHEREAS, the CITY has adopted a resolution (Resolution No. 7085) stating that it elects to be eligible to participate in a residential tax abatement program; and

WHEREAS, the CITY desires to create the proper economic and social environment to induce the investment of private resources in real estate construction located in incorporated areas of the CITY; and

WHEREAS, the CITY hereby finds that it may effectively encourage and assist the creation of such an environment by participating in tax abatement pursuant to the CITY; and

WHEREAS, the CITY has created a reinvestment zone within its jurisdiction to induce the investment of private resources in real estate construction located in incorporated areas of the CITY, and OWNER has agreed to construct certain real property improvements; and

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 18th day of April, 2016;

NOW, THEREFORE, WITNESS THIS TAX ABATEMENT AGREEMENT which provides as follows:

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2024, and continuing for tax years 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, and 2033 with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2024, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

TAX YEAR	ABATEMENT
2024	100%
2025	100%
2026	100%
2027	100%
2028	100%
2029	100%
2030	80%
2031	60%
2032	40%
2033	20%

II.

2.01 OWNER warrants and represents that the real property upon which OWNER has constructed or will construct improvements is qualified property within the meaning of that Act, and that such has been and will remain eligible for tax abatement under the provisions of the Property Redevelopment and Tax Abatement Act, Sections 312.001, et seq., Texas Tax Code.

2.02 To continue to qualify for tax abatement under the terms of this Agreement, OWNER hereby warrants and represents that the improvements made by OWNER on the real property described herein are for residential use.

2.03 The tax abatement granted under the terms of the Agreement shall only be implemented if the appraised value of all real property and improvements located thereon owned by OWNER and lying within designated zone exceeds the base year value. The OWNER agrees that Grayson Appraisal District shall, at reasonable times upon reasonable notice, have access to the property made the subject of this Agreement, and that the above set forth inspectors shall be

able to inspect the property to ensure that the improvements are being made in accordance with the terms and conditions hereof and utilized in accordance with this Agreement.

III.

3.01 The term of this Agreement shall be for tax years 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, and 2033 as indicated above in paragraph 1.01.

IV.

4.01 The kind, number and location of all proposed property improvements are set forth as follows:

> Construction of one (1) new Single-Family Residence at 401 East Wilson Avenue, Sherman, Texas, and as more particularly described by metes and bounds as to hereafter include the property described in **Exhibit A**:

5.01 OWNER agrees that, should he fail to make improvements substantially as described or fail to perform any other term or covenant hereof, CITY shall have the right, after giving notice and opportunity to cure as hereinafter set out, to recapture all tax revenue on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value as assessed by the Grayson Appraisal District for all years this Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by OWNER during the years this Agreement has been in force shall be due January 1 of the next following year and shall be delinquent if not paid on or prior to January 31st. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days' written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

VI.

6.01 This Agreement shall inure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

7.01 CITY agrees that this Agreement may be assigned, and the improvements leased or sub-leased, without any further necessity for consent, by the OWNER to any person, firm or corporation.

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. Such modification must be in writing and signed by all the parties hereto and made by the same procedure by which the original Agreement was approved and executed. In no event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

9.01 This Agreement shall be construed subject to the laws of the State of Texas, and particularly to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

9.02 All appraisal values for real property shall be made by the Grayson Appraisal District or such other entity as may succeed or replace such District.

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 512 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

10.01 This Agreement is subject to all provisions of all outstanding bond issues of CITY. To the extent that this Tax Abatement Agreement conflicts with any of the provisions of such bond issues, such bond issues and attendant documents thereto shall control.

XI.

11.01 This Tax Abatement Agreement is specifically subject to present laws of the State of Texas and any future laws enacted subsequent to the execution of this Agreement which may provide retroactively for a modification of Agreements of this type as a matter of law. Upon the effective date of any such law, then this Agreement shall automatically be so modified.

XII.

12.01 Notices required by this Agreement shall be mailed to the following addresses as some may be in the future changed by either party upon written notice to the other:

City of Sherman	M&G HOMEBUILDERS
P.O. Box 1106	1218 N Brents Ave
Sherman, Texas 75091-1106	Sherman, TX 75090
(903) 892-7200	(903) 870-8212

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **M&G HOME BUILDERS** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein express.

GIVEN UNDER MY HAND and seal of office this 10th day of October, 2024 A.D.

Monica Boatner.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Copy to: Grayson Appraisal District
512 North Travis Street
Sherman, Texas 75090
(903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, _____.

CITY:
CITY OF SHERMAN, TEXAS

BY: _____
ROBBY HEFTON

OWNER:
M&G HOME BUILDERS

BY: _____
M&G HOME BUILDERS

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

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

BY: _____
RYAN D. PITTMAN
CITY ATTORNEY

EXHIBIT A

11

REPLAT
BLK. 19
Forest Ave.
Walnut St.
Montgomery St.
Park Ave.

REPLAT Vol. 278
BLKS. 4-5-6 Page 365

LAKE AVE.
FOREST AVE.
PARK
COTTAGE AVE.
WILSON AVE.
SHERMAN ST.

ST. MARY'S CEMETERY

COTTON MILL

CROCKETT ST.
TRAVIS ST.
VINE ST.
CONCORD ST.
CHEROKEE ST.
COLUMBIA ST.
RUSK ST.
WALNUT ST.
MONTGOMERY ST.
SPRING BRANCH
EAST INWOOD

HIGHWAY No 6

C. Marker

REPLAT
SOUTH SIDE ADDITION
TO
CITY OF SHERMAN
Scale 1" = 200'

10063

A-11

11

2023 - 28407

VG-286-2023-28407

Grayson County
Deana Patterson
County Clerk
Sherman, TX 75090

Instrument Number: 2023 - 28407

Real Property Recordings

Recorded On: October 24, 2023 12:55 PM

Number of Pages: 3

" Examined and Charged as Follows: "

Total Recording: $20.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described Document because of color or race is invalid and unenforceable under federal law.

File Information:		**Record and Return To:**
Document Number:	28407	RED RIVER TITLE CO
Receipt Number:	20231024000084	421 N CROCKETT ST
Recorded Date/Time:	October 24, 2023 12:55 PM	
User:	Linda D	SHERMAN TX 75090
Station:	CC18	

STATE OF TEXAS
COUNTY OF GRAYSON

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

Deana Patterson
County Clerk
Grayson County, TX

RED RIVER TITLE COMPANY

GF# 0142812

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS: THAT**
COUNTY OF GRAYSON §

DANIEL HOUSE OF DELIVERANCE CHRISTIAN METHODIST EPISCOPAL CHURCH, a Texas corporation ("**Grantor**"), whose mailing address is **PO Box 454, Sherman, Texas 75090**, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) cash and other good and valuable consideration to Grantor in hand paid by **M&G HOME BUILDERS LLC, a Texas limited liability company** ("**Grantee**"), whose mailing address is **1218 N. Brents, Sherman, Texas 75090**, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, the following real property, together with all improvements thereon (the "**Property**"):

BEING LOT SEVEN (7) AND EIGHT (8), IN BLOCK TWENTY-FIVE (25) OF SOUTHSIDE ADDITION, AN ADDITION TO THE CITY OF SHERMAN, TEXAS AS SHOWN BY PLAT OF RECORD IN VOLUME 94, PAGE 134, DEED RECORDS, GRAYSON COUNTY, TEXAS.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any way belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, provided, however, that this conveyance is made by Grantor and accepted by Grantee subject to (i) the liens securing payment of ad valorem taxes for the current and all subsequent years; and (ii) easements, liens, reservations, covenants, conditions, and restrictions of record in **Grayson County, Texas**, or visible or apparent on the ground to the extent the foregoing affect the Property. By acceptance of this Deed, Grantee assumes and agrees to perform all the obligations of Grantor under said easements, reservations, covenants, conditions, and restrictions, and agrees to pay and indemnifies and agrees to hold Grantor harmless from and against all ad valorem taxes relating to the Property, for the current and all subsequent years.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED AS OF the date set forth in the acknowledgement herein, EFFECTIVE for all purposes as of the **23rd** day of **October, 2023**.

GRANTOR:

DANIEL HOUSE OF DELIVERANCE
CHRISTIAN METHODIST EPISCOPAL CHURCH,
a Texas corporation

BY: Cynthia Childs Brown
CYNTHIA CHILDS BROWN,
President

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF Grayson §

Before me, a Notary Public, on the 23 day of **October, 2023**, personally appeared **CYNTHIA CHILDS BROWN, President of DANIEL HOUSE OF DELIVERANCE CHRISTIAN METHODIST EPISCOPAL CHURCH, a Texas corporation,** on behalf of said entity, who acknowledged that she did sign the foregoing instrument, and acknowledged to me that she executed the same for the uses and purposes and consideration therein expressed, and in the capacity therein stated.

STACY NICHOLS
Notary Public, State of Texas
Comm. Expires 08-07-2026
Notary ID 10694000

Notary Public, State of Texas

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: M&G HOME BUIILDERS

Mailing Address: 1218 N. BRENTS AVE, SHERMAN, TX 75090

Telephone Number: 9038708212

Email Address: mghomebuilders1@gmail.com

Contact (if different than owner):

Name: _____

Mailing Address: _____

Telephone Number: _____

Email Address: _____

Property:

Physical Address: 401 E. WILSON

Summary Legal Description: Lot: 7 Block: 25 Addition: SOUTHSIDE

Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

Estimated Value of Construction of New Home (Cannot exceed $150,000.00): 110,000

Estimated Date of Start of Construction: 10/2/2024

Estimated Date of Completion of Project: 1/5/2025

Description of Project: NEW RESIDENTIAL CONSTRUCTION

Applicant(s): _____ Date: 10/2/24

_____ Date: _____

Checklist:

- Application
- Deed
- Building Permit (Staff can obtain, but it must be issued for construction)
- Site Plan (Staff can obtain from the Building Permit application)
- Photo of the Site
- Signed and notarized Residential Tax Abatement Agreement (Staff will prepare and send to you via email, but you must have it signed and notarized to be attached to the City Council Agenda)

Please return all items to planning@cityofsherman.com

- $75.00 fee to be billed through MyGov
    - Checks or cash can be hand delivered to Development Services, 220 W. Mulberry St, Sherman, TX 75090 or checks can be mailed to: ATTN: Planning Dept/Development Services, PO Box 1106, Sherman, TX 75091

Process:

Once all items are received, Staff is required to post publicly 30 days prior to the City Council meeting in which the item will be posted. Once the Abatement is signed by all parties, it shall be returned to the applicant.

More information can be found by visiting Residential Tax Abatements | Sherman, TX - Official Website (https://www.ci.sherman.tx.us/119/Residential-Tax-Abatements)

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN

New Residential Building Permit

#24-004318 | Issued on: 09/06/2024 at 3:48 PM

Project Description: New single- family residential construction.

ADDRESS	LEGAL	PERMIT HOLDER	OWNERS
401 E WILSON, Sherman, TX	Southside Addn, Block 25, Lot 7, Parking Lot	M&G HOME BUILDERS LLC *MARTIN COVARRUBIAS* (903) 870-8212	• M and G Home Builders LLC

INFORMATION FIELDS

Zoning District	R - 6	Square Feet of Living Area	1167
Square Feet of Garage Area	287	Total Square Feet	1522
Bedrooms	3	Bathrooms	2
Number of Stories	1	Number of Acres	0.163
Type of Construction List	Wood Frame	Garage Parking	1
Off Street Parking	2	Tax Abatement	Yes
Sewer Disposal	Public Sewer	Water Supply	Public
Heating	Electric	Permit Certification	Yes

FEE	TOTAL	PAID	DUE
Building Permit Fee (R)	$ 761.00	$ 761.00	$ 761.00
Storm Water Fee	$ 25.00	$ 25.00	$ 25.00
Impact Fee Zone 3	$ 440.00	$ 440.00	$ 440.00
Impact Fee - Water	$ 1,021.00	$ 1,021.00	$ 1,021.00
Impact Fee - Sewer	$ 322.00	$ 322.00	$ 322.00
TOTALS	$ 2,569.00	$ 2,569.00	$ 0.00

NOTICE

This permit becomes null and void if work or constructions authorized is not commenced within 6 months, or if construction or work is suspended of abandoned for a period of 6 months at any time after work is started. This permit is for the Permit Holder only. Repermitting will be required if Contractor changes.

I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provision of any other state or local law regulating construction or the performance of construction.

It shall be the duty of the holder of this permit to notify the Building Department when work is ready for inspection. It shall be the duty of the Permit Holder to provide access to and means for inspections of such work required by the adopted codes.

Permit not valid until signed by all parties.

(Signature of Contractor or Authorized Agent) — Date

(Approved By) Flood Plain Administrator — 9-11-2024 Date

(Approved By) Building Official or his Designee — 9-11-24 Date

MARKED PLANS IN MYGOV

Note: This permit is not approved or valid until signed by the Building Official or his Designee.

The following codes have been adopted by the City of Sherman as of February 5, 2024:

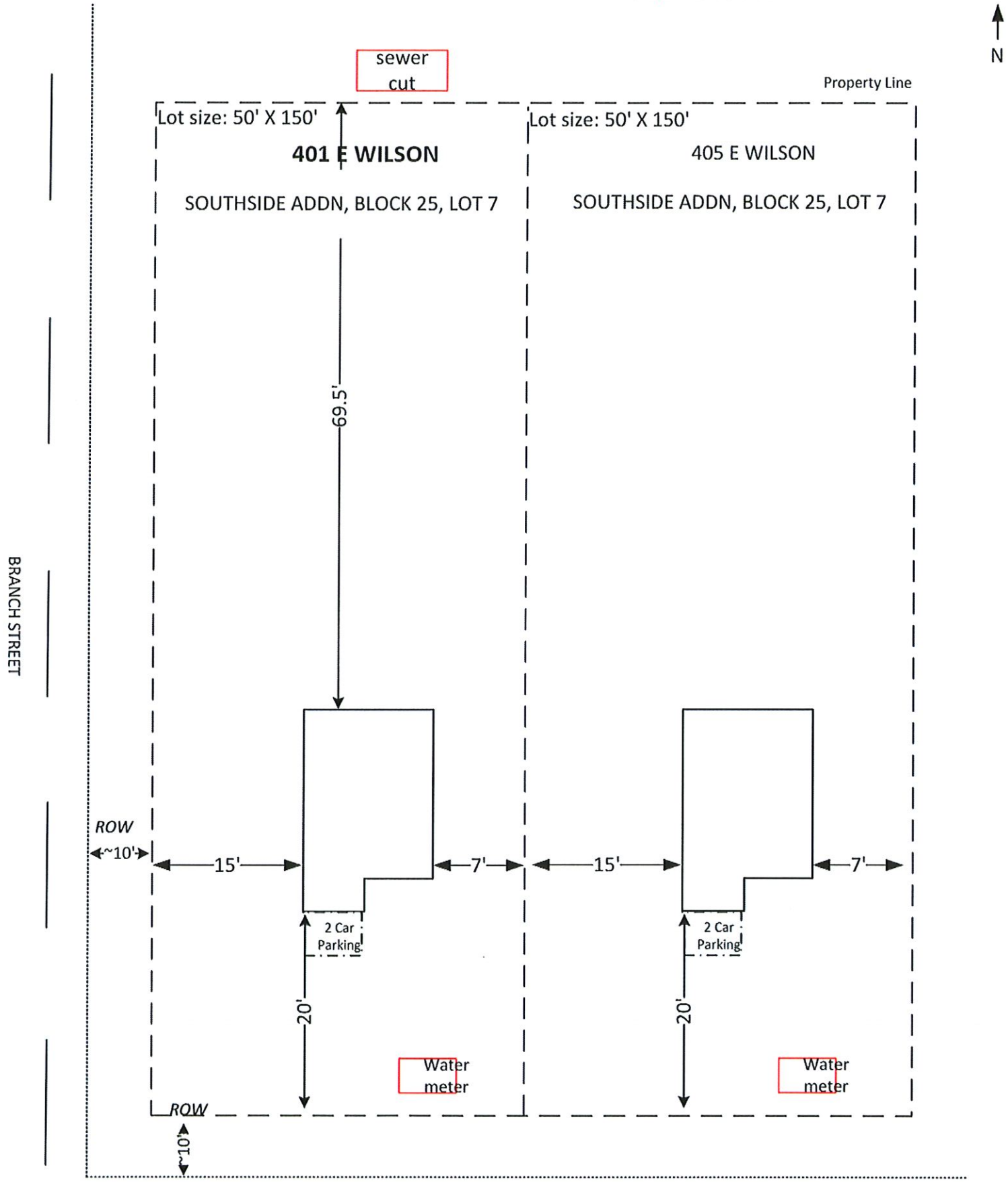
International Residential Codes 2021
International Building Codes 2021
National Electric Code 2023
International Fuel Gas Code 2021
International Mechanical Code 2021
International Plumbing Code 2021
International Energy Conservation Code 2021
International Fire Code 2021
International Existing Building Code 2021
International Swimming Pool and Spa Code 2021
International Property Maintenance Code 2021

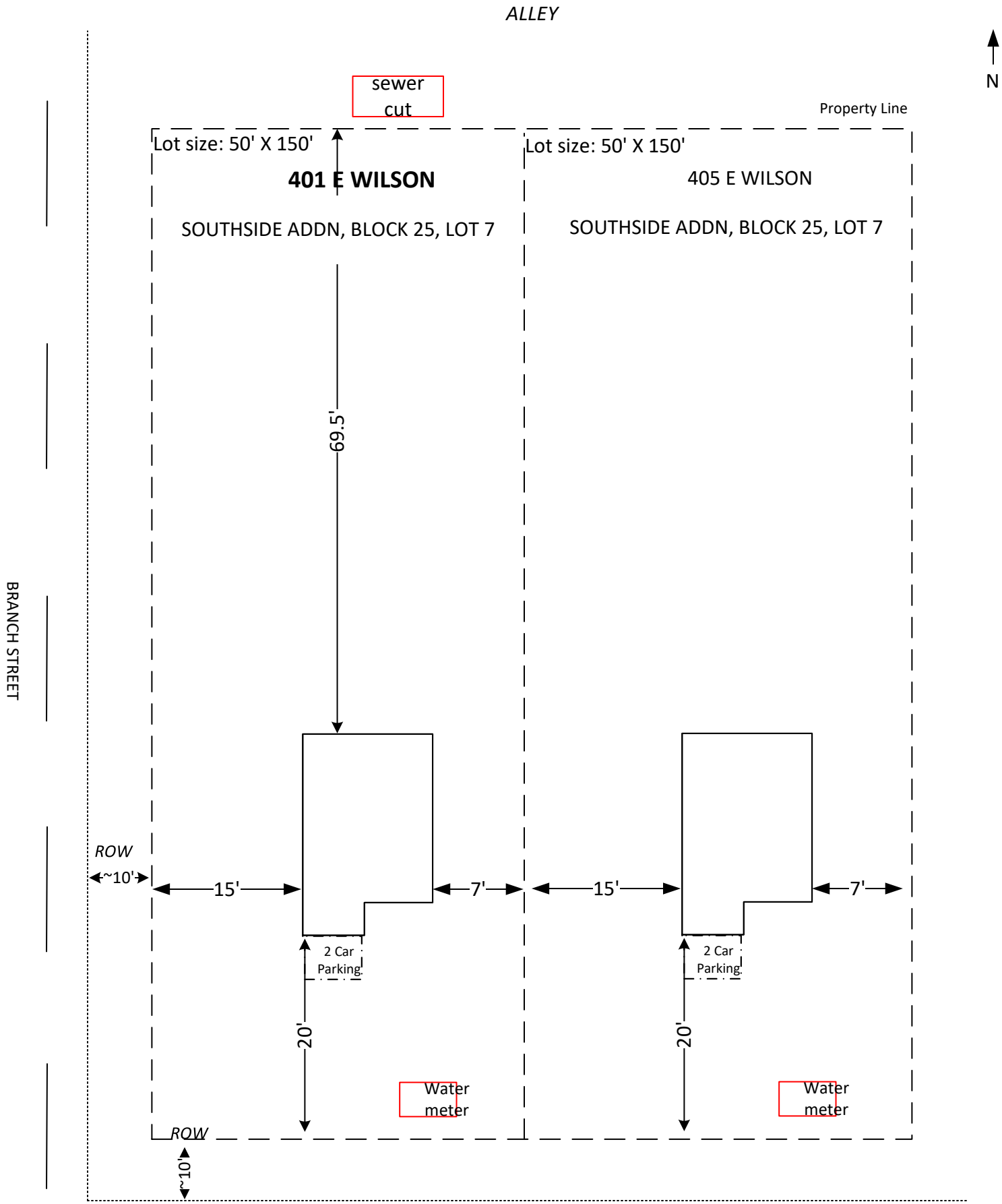
ALL WORK AND MATERIALS SHALL COMPLY WITH THE 2021 IRC, IECC AND THE 2023 NEC.

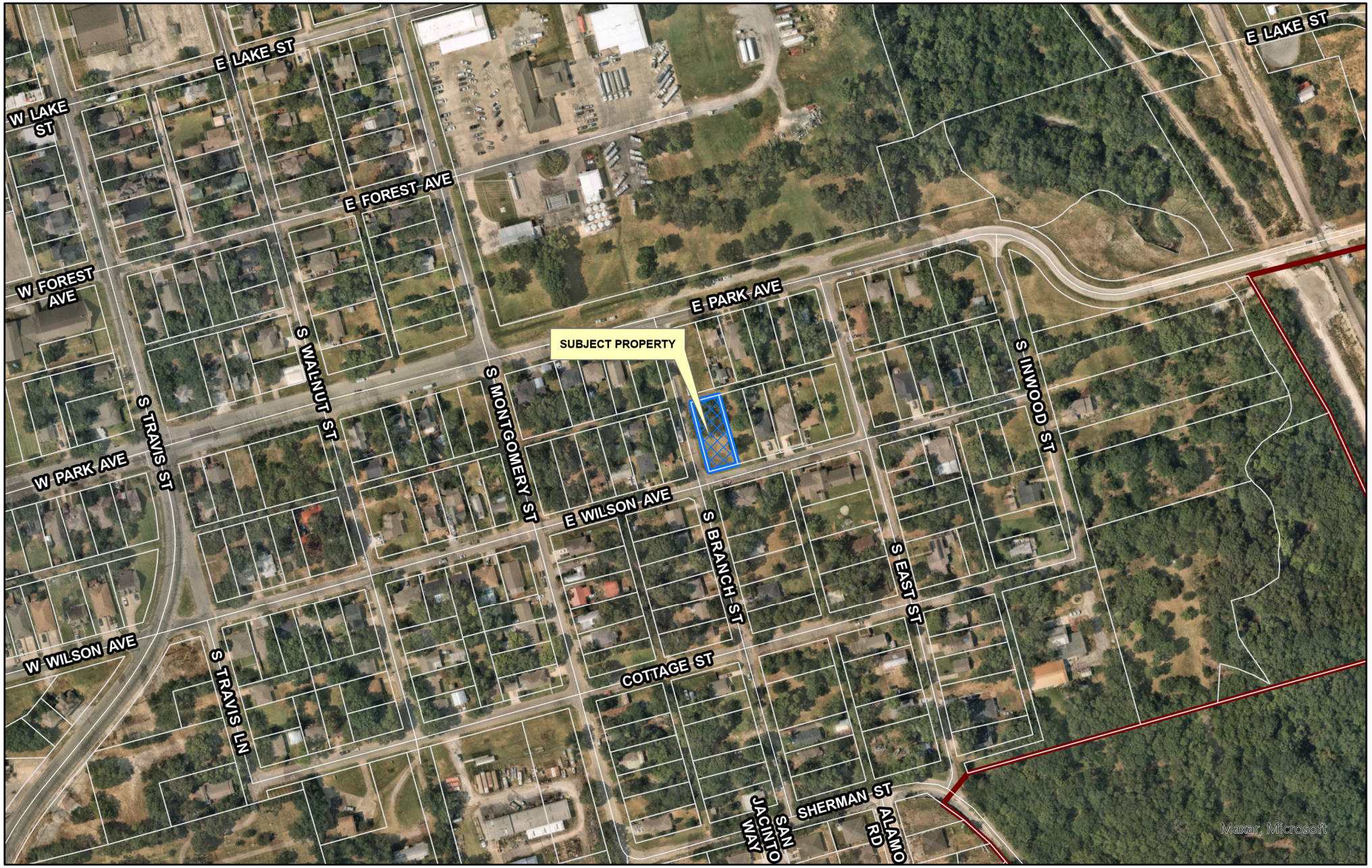
A form board survey is required before construction begins to ensure all required setbacks have been met.

Setbacks shall meet city requirements.

A 9x20 off-street parking space is required for each bedroom. The sidewalk and approach are considered the right of way and cannot be calculated as part of the required parking. Side by side parking shall be at least 18x20 inside the garage and out. The approach shall be approved and have a permit in place before the foundation inspection can be scheduled.




ALLEY
N
sewer cut
Property Line
Lot size: 50' X 150'
401 E WILSON
SOUTHSIDE ADDN, BLOCK 25, LOT 7
Lot size: 50' X 150'
405 E WILSON
SOUTHSIDE ADDN, BLOCK 25, LOT 7
69.5'
BRANCH STREET
ROW
~10'
15'
7'
15'
7'
2 Car Parking
2 Car Parking
20'
20'
Water meter
Water meter
ROW
~10'
WILSON STREET



dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

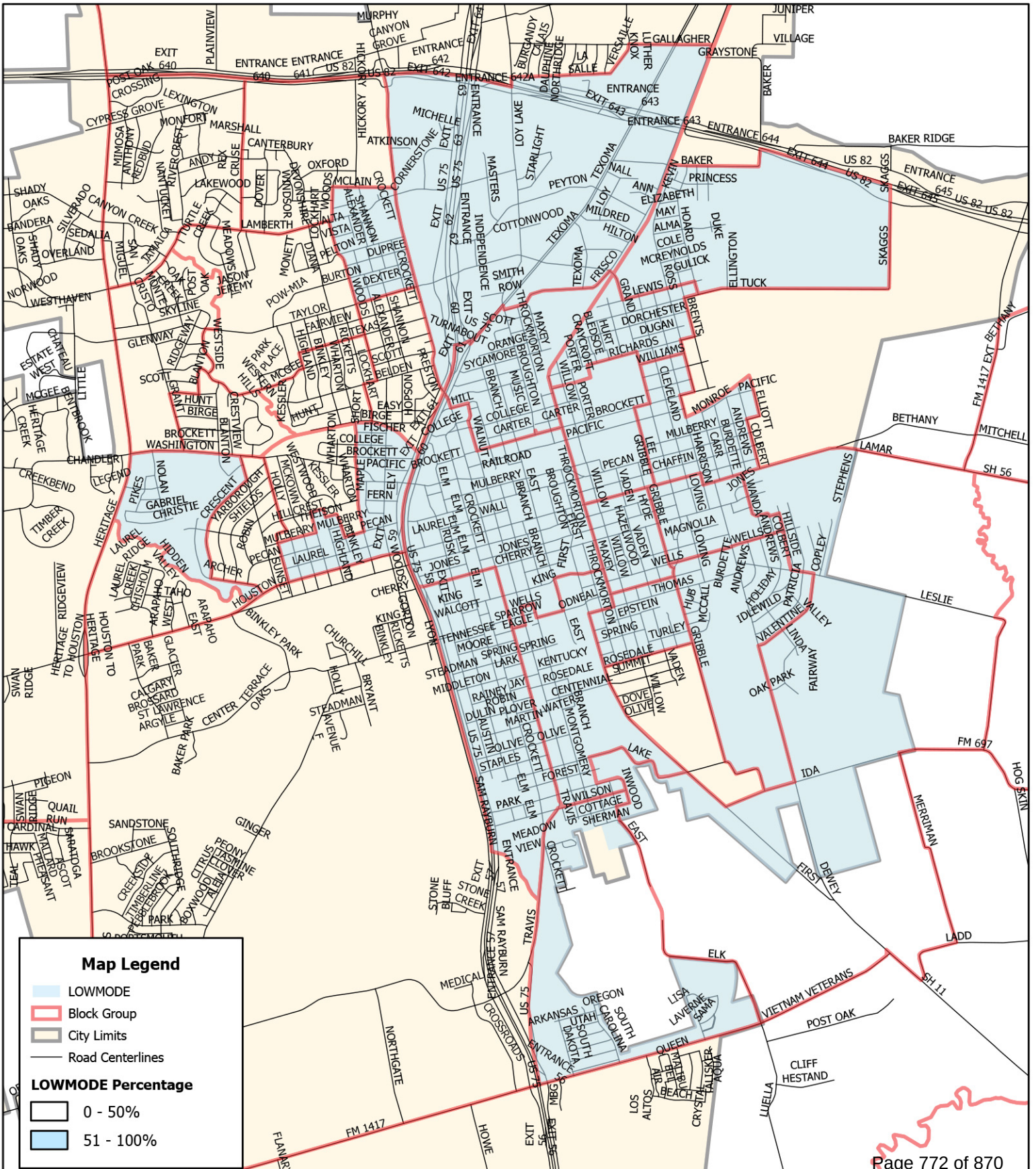
City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
401 E WILSON AVE

N
W E
S

Date: 10/3/2024 8:25 AM

401 E Wilson Ave


Map Legend
LOWMODE
Block Group
City Limits
Road Centerlines
LOWMODE Percentage
0 - 50%
51 - 100%

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.15.

Meeting Date: 11/18/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 7446***

Authorizing Execution of an Agreement with M&G Home Builders for the Abatement of AD Valorem Property Taxes for the Construction of a New Single-Family Residence at 405 East Wilson Avenue within the City of Sherman Reinvestment Zone, Number 10 (#10)

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 405 East Wilson Avenue situated within City of Sherman Reinvestment Zone, Number Ten (#10).

Background:

On June 5, 2023, City Council renewed the residential tax abatement program to encourage the redevelopment within the City of Sherman's Reinvestment Zone, Number Ten (#10). This application is for the construction of a new single-family residence at this location. This lot is in the current designated zone for residential tax abatement.

Origination:

M&G HOME BUILDERS

Financial Consideration:

A $75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately $558.80 annually.

Staff Recommendation:

The staff recommends approval of this abatement since it meets the requirements of the process.

Alternatives:

The City Council could decide against granting this abatement.

Attachments:

1. Resolution No. 7446
2. Residential Tax Abatement Agreement
3. Exhibit A - Plat
4. Deed
5. Application
6. Building Permit
7. Site Plan
8. Location Map
9. Site Photo
10. Reinvestment Zone Map

RESOLUTION NO. 7446

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH M&G HOME BUILDERS FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 405 EAST WILSON AVENUE WITHIN CITY OF SHERMAN REINVESTMENT ZONE, NUMBER TEN (#10); 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 receipt of a fully-executed agreement from M&G HOME BUILDERS and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with M&G HOME BUILDERS for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 405 East Wilson Avenue, lying within City of Sherman Reinvestment Zone, Number Ten (#10), in accordance with the City's policies and procedures established for this purpose.

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

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

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, 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

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY, and **M&G HOME BUILDERS** hereinafter referred to as OWNER,

WITNESSETH:

WHEREAS, on the 18th day of April, 2016, the City Council of Sherman, Texas, passed Ordinance No. 5948 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, on the 19th day of August, 2019, the City Council of Sherman, Texas adopted Ordinance No. 6241 and redesignated the Reinvestment Zone to be City of Sherman Reinvestment Zone, Number Ten (#10); and

WHEREAS, on the 9th day of June, 2023, the City Council of Sherman, Texas adopted Ordinance No. 6598 and renewed the designation of the Residential Reinvestment Zone, Number Ten (#10); and

WHEREAS, the CITY has adopted a resolution (Resolution No. 7085) stating that it elects to be eligible to participate in a residential tax abatement program; and

WHEREAS, the CITY desires to create the proper economic and social environment to induce the investment of private resources in real estate construction located in incorporated areas of the CITY; and

WHEREAS, the CITY hereby finds that it may effectively encourage and assist the creation of such an environment by participating in tax abatement pursuant to the CITY; and

WHEREAS, the CITY has created a reinvestment zone within its jurisdiction to induce the investment of private resources in real estate construction located in incorporated areas of the CITY, and OWNER has agreed to construct certain real property improvements; and

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 18th day of April, 2016;

NOW, THEREFORE, WITNESS THIS TAX ABATEMENT AGREEMENT which provides as follows:

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2024, and continuing for tax years 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, and 2033 with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2024, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

TAX YEAR	ABATEMENT
2024	100%
2025	100%
2026	100%
2027	100%
2028	100%
2029	100%
2030	80%
2031	60%
2032	40%
2033	20%

II.

2.01 OWNER warrants and represents that the real property upon which OWNER has constructed or will construct improvements is qualified property within the meaning of that Act, and that such has been and will remain eligible for tax abatement under the provisions of the Property Redevelopment and Tax Abatement Act, Sections 312.001, et seq., Texas Tax Code.

2.02 To continue to qualify for tax abatement under the terms of this Agreement, OWNER hereby warrants and represents that the improvements made by OWNER on the real property described herein are for residential use.

2.03 The tax abatement granted under the terms of the Agreement shall only be implemented if the appraised value of all real property and improvements located thereon owned by OWNER and lying within designated zone exceeds the base year value. The OWNER agrees that Grayson Appraisal District shall, at reasonable times upon reasonable notice, have access to the property made the subject of this Agreement, and that the above set forth inspectors shall be

able to inspect the property to ensure that the improvements are being made in accordance with the terms and conditions hereof and utilized in accordance with this Agreement.

III.

3.01 The term of this Agreement shall be for tax years 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, and 2033 as indicated above in paragraph 1.01.

IV.

4.01 The kind, number and location of all proposed property improvements are set forth as follows:

> Construction of one (1) new Single-Family Residence at 405 East Wilson Avenue, Sherman, Texas, and as more particularly described by metes and bounds as to hereafter include the property described in **Exhibit A**:

5.01 OWNER agrees that, should he fail to make improvements substantially as described or fail to perform any other term or covenant hereof, CITY shall have the right, after giving notice and opportunity to cure as hereinafter set out, to recapture all tax revenue on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value as assessed by the Grayson Appraisal District for all years this Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by OWNER during the years this Agreement has been in force shall be due January 1 of the next following year and shall be delinquent if not paid on or prior to January 31st. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days' written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

VI.

6.01 This Agreement shall inure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

7.01 CITY agrees that this Agreement may be assigned, and the improvements leased or sub-leased, without any further necessity for consent, by the OWNER to any person, firm or corporation.

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. Such modification must be in writing and signed by all the parties hereto and made by the same procedure by which the original Agreement was approved and executed. In no event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

9.01 This Agreement shall be construed subject to the laws of the State of Texas, and particularly to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

9.02 All appraisal values for real property shall be made by the Grayson Appraisal District or such other entity as may succeed or replace such District.

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 512 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

10.01 This Agreement is subject to all provisions of all outstanding bond issues of CITY. To the extent that this Tax Abatement Agreement conflicts with any of the provisions of such bond issues, such bond issues and attendant documents thereto shall control.

XI.

11.01 This Tax Abatement Agreement is specifically subject to present laws of the State of Texas and any future laws enacted subsequent to the execution of this Agreement which may provide retroactively for a modification of Agreements of this type as a matter of law. Upon the effective date of any such law, then this Agreement shall automatically be so modified.

XII.

12.01 Notices required by this Agreement shall be mailed to the following addresses as some may be in the future changed by either party upon written notice to the other:

City of Sherman
P.O. Box 1106
Sherman, Texas 75091-1106
(903) 892-7200

M&G HOMEBUILDERS
1218 N Brents Ave
Sherman, TX 75090
(903) 870-8212

Copy to: Grayson Appraisal District
512 North Travis Street
Sherman, Texas 75090
(903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, _____.

CITY:
CITY OF SHERMAN, TEXAS

BY: _____
ROBBY HEFTON

OWNER:
M&G HOME BUILDERS

BY: _____
M&G HOME BUILDERS

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

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **M&G HOME BUILDERS** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein express.

GIVEN UNDER MY HAND and seal of office this 10th day of October, 2024 A.D.

Monica Boatner

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

EXHIBIT A

11

REPLAT
BLK. 19
Forest Ave.
Walnut St.
Montgomery St.
Park Ave.
REPLAT
Vol. 278
BLKS. 4-5-6
Page 365
LAKE AVE.
COTTON MILL
PARK
FOREST AVE.
CROCKETT ST.
TRAVIS ST.
Spring Branch
C. Marker
VINE ST.
CONCORD ST.
CHEROKEE ST.
COLUMBIA ST.
RUSK ST.
WILSON AVE.
COTTAGE AVE.
WALNUT ST.
MONTGOMERY ST.
BRANCH ST.
EAST ST.
INWOOD AVE.
SHERMAN ST.
HIGHWAY No 6
ST MARY'S CEMETERY
R. 5730 P.G. PT. R.7163
R. 4775 P.G.
339.0
471.0
371.0
93.0

REPLAT
SOUTH SIDE ADDITION
TO
CITY OF SHERMAN
Scale 1" = 200'

10063

A-11

11

2023 - 28407

VG-286-2023-28407

Grayson County
Deana Patterson
County Clerk
Sherman, TX 75090

Instrument Number: 2023 - 28407

Real Property Recordings

Recorded On: October 24, 2023 12:55 PM

Number of Pages: 3

" Examined and Charged as Follows: "

Total Recording: $20.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described Document because of color or race is invalid and unenforceable under federal law.

File Information:		**Record and Return To:**
Document Number:	28407	RED RIVER TITLE CO
Receipt Number:	20231024000084	421 N CROCKETT ST
Recorded Date/Time:	October 24, 2023 12:55 PM	
User:	Linda D	SHERMAN TX 75090
Station:	CC18	

STATE OF TEXAS
COUNTY OF GRAYSON

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

Deana Patterson
County Clerk
Grayson County, TX

RED RIVER TITLE COMPANY

GF# 0142812

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS: THAT**
COUNTY OF GRAYSON §

DANIEL HOUSE OF DELIVERANCE CHRISTIAN METHODIST EPISCOPAL CHURCH, a Texas corporation ("**Grantor**"), whose mailing address is **PO Box 454, Sherman, Texas 75090**, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) cash and other good and valuable consideration to Grantor in hand paid by **M&G HOME BUILDERS LLC, a Texas limited liability company** ("**Grantee**"), whose mailing address is **1218 N. Brents, Sherman, Texas 75090**, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, the following real property, together with all improvements thereon (the "**Property**"):

BEING LOT SEVEN (7) AND EIGHT (8), IN BLOCK TWENTY-FIVE (25) OF SOUTHSIDE ADDITION, AN ADDITION TO THE CITY OF SHERMAN, TEXAS AS SHOWN BY PLAT OF RECORD IN VOLUME 94, PAGE 134, DEED RECORDS, GRAYSON COUNTY, TEXAS.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any way belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, provided, however, that this conveyance is made by Grantor and accepted by Grantee subject to (i) the liens securing payment of ad valorem taxes for the current and all subsequent years; and (ii) easements, liens, reservations, covenants, conditions, and restrictions of record in **Grayson County, Texas**, or visible or apparent on the ground to the extent the foregoing affect the Property. By acceptance of this Deed, Grantee assumes and agrees to perform all the obligations of Grantor under said easements, reservations, covenants, conditions, and restrictions, and agrees to pay and indemnifies and agrees to hold Grantor harmless from and against all ad valorem taxes relating to the Property, for the current and all subsequent years.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED AS OF the date set forth in the acknowledgement herein, EFFECTIVE for all purposes as of the **23rd** day of **October, 2023**.

GRANTOR:

DANIEL HOUSE OF DELIVERANCE
CHRISTIAN METHODIST EPISCOPAL CHURCH,
a Texas corporation

BY: Cynthia Childs Brown
CYNTHIA CHILDS BROWN,
President

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF Grayson §

Before me, a Notary Public, on the 23 day of **October, 2023**, personally appeared **CYNTHIA CHILDS BROWN, President of DANIEL HOUSE OF DELIVERANCE CHRISTIAN METHODIST EPISCOPAL CHURCH, a Texas corporation,** on behalf of said entity, who acknowledged that she did sign the foregoing instrument, and acknowledged to me that she executed the same for the uses and purposes and consideration therein expressed, and in the capacity therein stated.

STACY NICHOLS
Notary Public, State of Texas
Comm. Expires 08-07-2026
Notary ID 10694000

Notary Public, State of Texas

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: M&G HOME BUIILDERS

Mailing Address: 1218 N. BRENTS AVE, SHERMAN, TX 75090

Telephone Number: 9038708212

Email Address: mghomebuilders1@gmail.com

Contact (if different than owner):

Name: _____

Mailing Address: _____

Telephone Number: _____

Email Address: _____

Property:

Physical Address: 405 E. WILSON

Summary Legal Description: Lot: 8 Block: 25 Addition: SOUTHSIDE

Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

Estimated Value of Construction of New Home (Cannot exceed $150,000.00): 110,000

Estimated Date of Start of Construction: 10/2/2024

Estimated Date of Completion of Project: 1/5/2025

Description of Project: NEW RESIDENTIAL CONSTRUCTION

Applicant(s): _____ Date: 10/2/24

_____ Date: _____

Checklist:

- Application
- Deed
- Building Permit (Staff can obtain, but it must be issued for construction)
- Site Plan (Staff can obtain from the Building Permit application)
- Photo of the Site
- Signed and notarized Residential Tax Abatement Agreement (Staff will prepare and send to you via email, but you must have it signed and notarized to be attached to the City Council Agenda)

Please return all items to planning@cityofsherman.com

- $75.00 fee to be billed through MyGov
    - Checks or cash can be hand delivered to Development Services, 220 W. Mulberry St, Sherman, TX 75090 or checks can be mailed to: ATTN: Planning Dept/Development Services, PO Box 1106, Sherman, TX 75091

Process:

Once all items are received, Staff is required to post publicly 30 days prior to the City Council meeting in which the item will be posted. Once the Abatement is signed by all parties, it shall be returned to the applicant.

More information can be found by visiting Residential Tax Abatements | Sherman, TX - Official Website (https://www.ci.sherman.tx.us/119/Residential-Tax-Abatements)

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN

New Residential Building Permit

#24-004936 | Issued on: 10/08/2024 at 3:14 PM

Project Description: new residential construction

ADDRESS	LEGAL	PERMIT HOLDER	OWNERS
405 E WILSON, Sherman, TX	Southside Addn, Block 25, Lot 8, Parking	M&G HOME BUILDERS LLC *MARTIN COVARRUBIAS* (903) 870-8212	• House Of Deliverance Church • Daniel House Of Deliverance CME Church

INFORMATION FIELDS

Zoning District	R - 6	Square Feet of Living Area	1290
Square Feet of Garage Area	317	Total Square Feet	1820
Bedrooms	3	Bathrooms	2
Number of Stories	1	Number of Acres	.1
Type of Construction List	Wood Frame	Garage Parking	1
Off Street Parking	2	Tax Abatement	Yes
Sewer Disposal	Public Sewer	Water Supply	Public
Heating	Electric	Permit Certification	Yes

FEE	TOTAL	PAID	DUE
Building Permit Fee (R)	$ 910.00	$ 910.00	$ 910.00
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I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provision of any other state or local law regulating construction or the performance of construction.

It shall be the duty of the holder of this permit to notify the Building Department when work is ready for inspection. It shall be the duty of the Permit Holder to provide access to and means for inspections of such work required by the adopted codes.

Permit not valid until signed by all parties.

(Signature of Contractor or Authorized Agent) _____ Date _____

Wayne Eller 10-9-2024
(Approved By) Flood Plain Administrator Date

(Approved By) Building Official or his Designee 10-8-24 Date

MARKED PLANS IN MYGOV

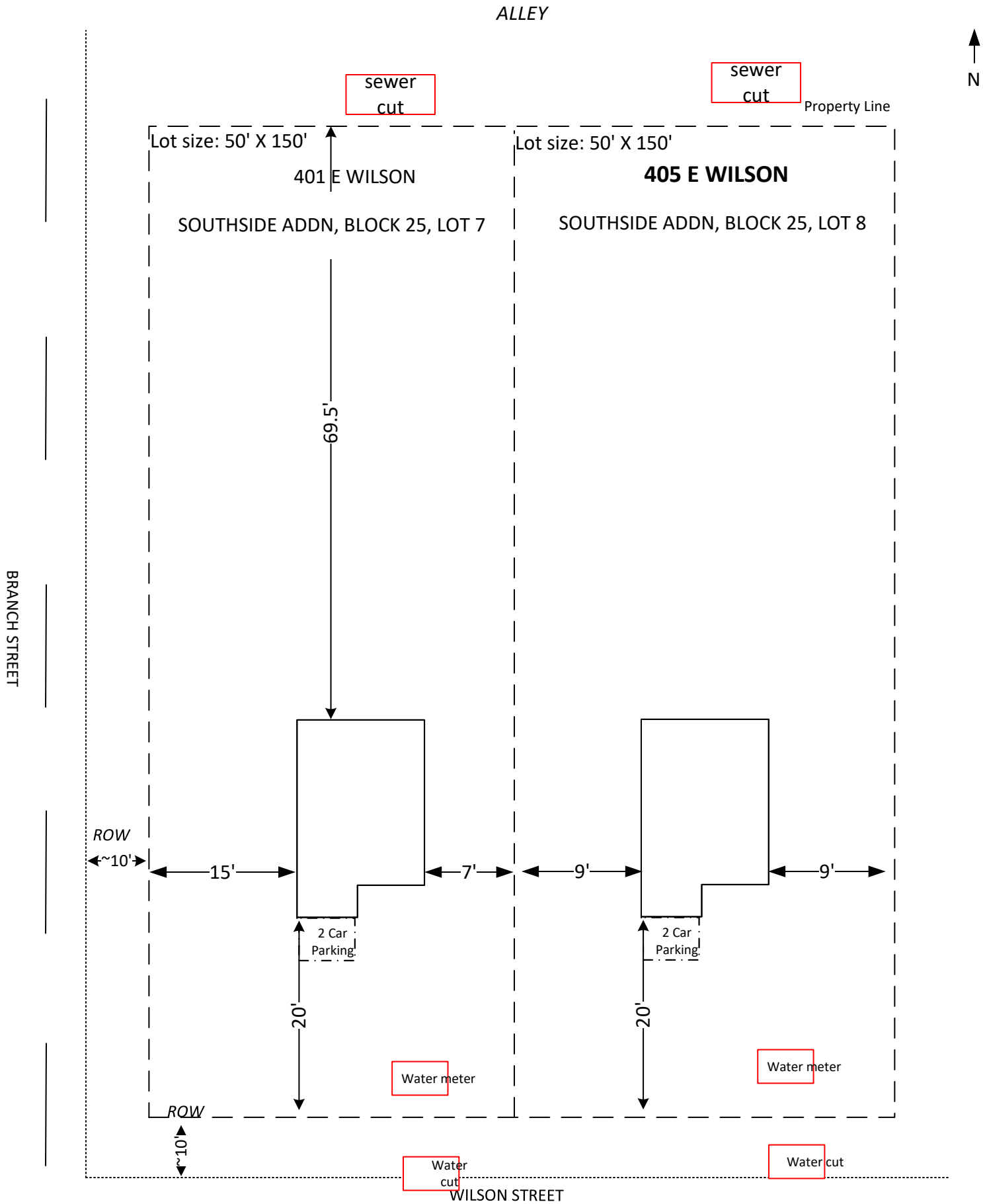
Note: This permit is not approved or valid until signed by the Building Official or his Designee.

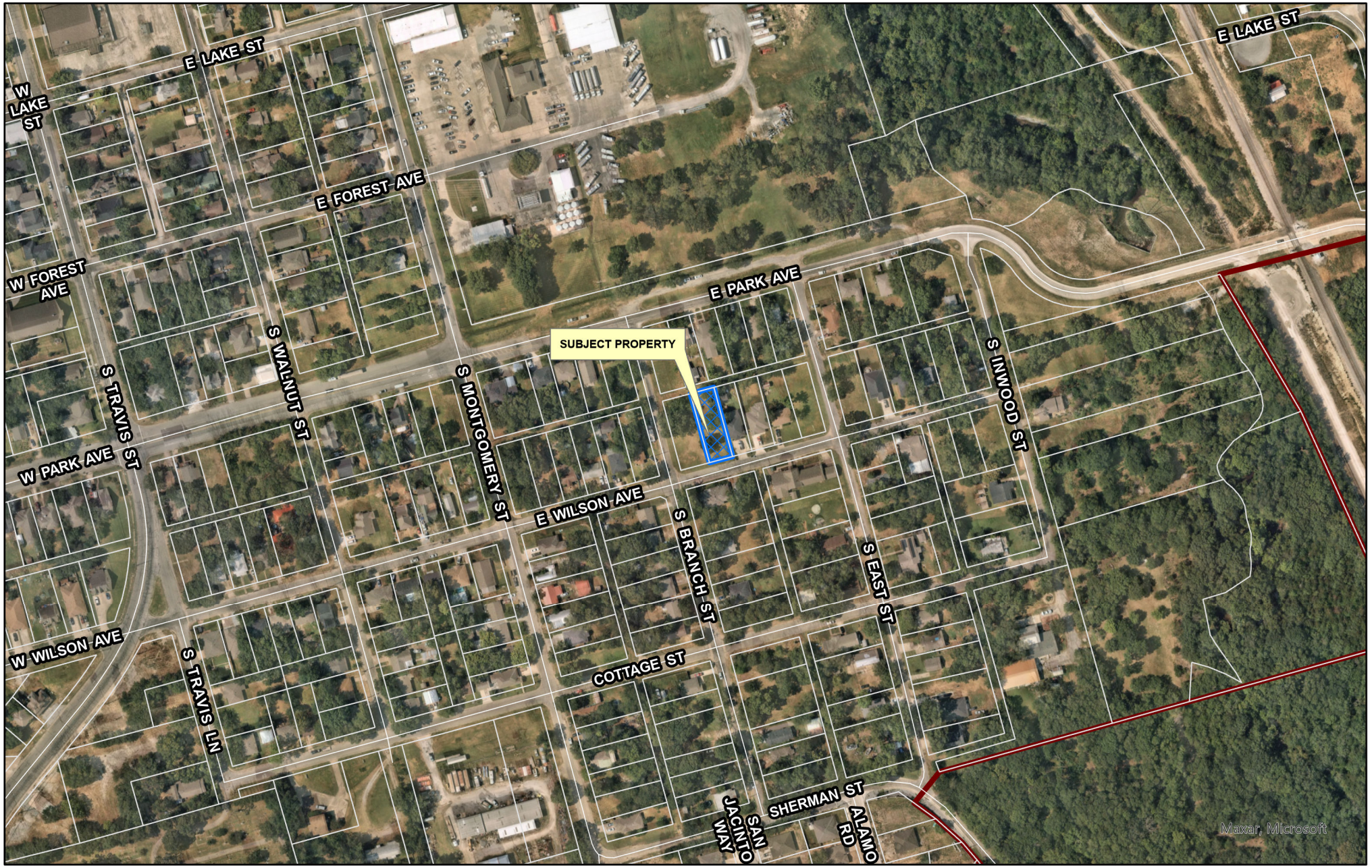
The following codes have been adopted by the City of Sherman as of February 5, 2024:

International Residential Codes 2021
International Building Codes 2021
National Electric Code 2023
International Fuel Gas Code 2021
International Mechanical Code 2021
International Plumbing Code 2021
International Energy Conservation Code 2021
International Fire Code 2021
International Existing Building Code 2021
International Swimming Pool and Spa Code 2021
International Property Maintenance Code 2021

ALL WORK AND MATERIALS SHALL COMPLY WITH THE 2021 IRC, IECC AND THE 2023 NEC.

A form board survey is required before construction begins to ensure all required setbacks have been met.


ALLEY
N
sewer cut
sewer cut
Property Line
Lot size: 50' X 150'
401 E WILSON
SOUTHSIDE ADDN, BLOCK 25, LOT 7
Lot size: 50' X 150'
405 E WILSON
SOUTHSIDE ADDN, BLOCK 25, LOT 8
69.5'
BRANCH STREET
ROW
~10'
15'
7'
9'
9'
2 Car Parking
2 Car Parking
20'
20'
Water meter
Water meter
ROW
~10'
Water cut
Water cut
WILSON STREET



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Sherman
CLASSIC TOWN. BROAD HORIZON.

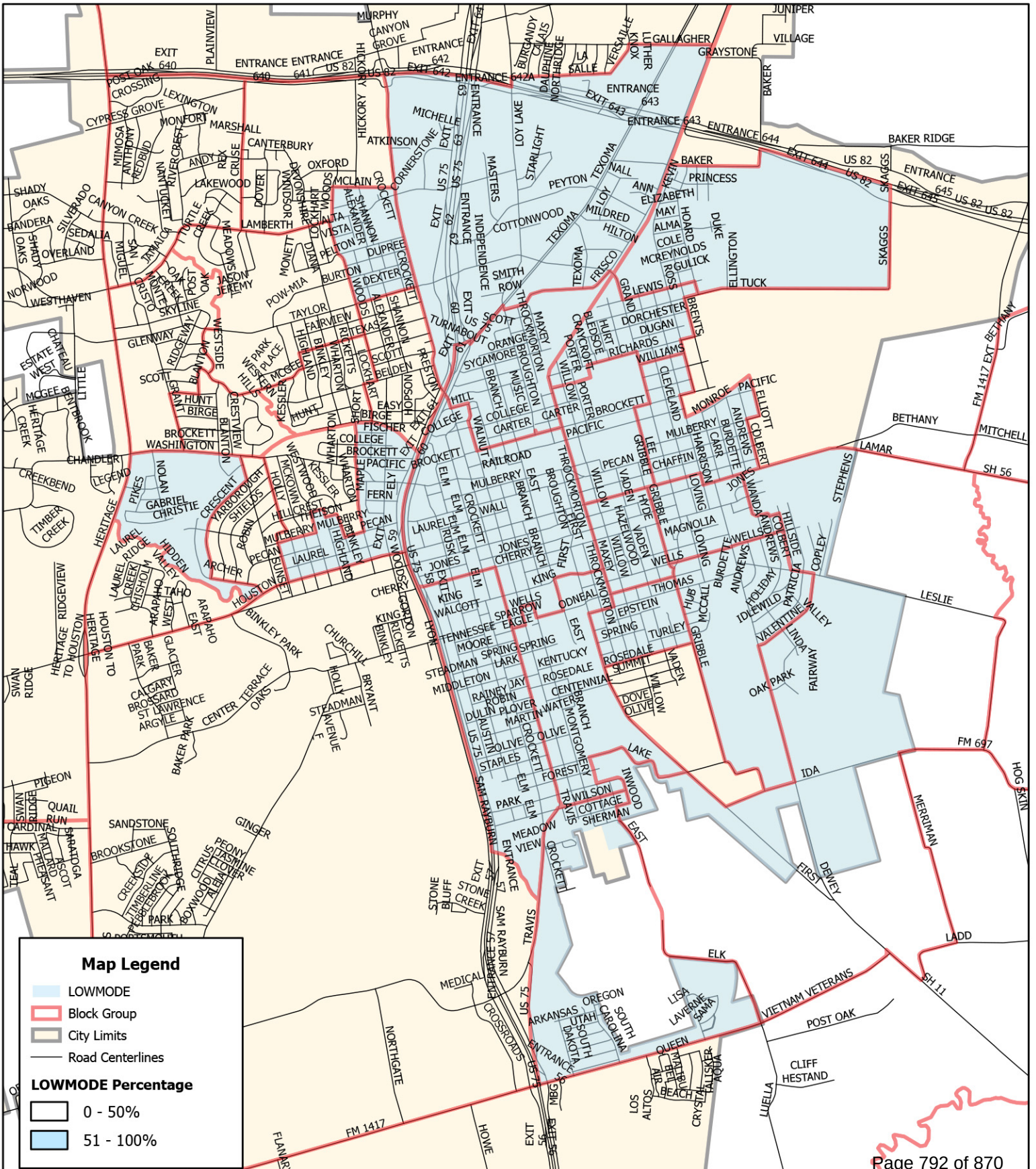
City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
405 E WILSON AVE

N
W E
S

Date: 10/3/2024 8:25 AM

405 E Wilson Ave


Map Legend
LOWMODE
Block Group
City Limits
Road Centerlines
LOWMODE Percentage
0 - 50%
51 - 100%

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. I.1.

Meeting Date: 11/18/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

1323 SOUTH CROCKETT STREET (Project No. 24-004615) (APPEAL FROM HISTORICAL PRESERVATION BOARD 10/1/2024) (TABLED AT THE NOVEMBER 4, 2024 CITY COUNCIL MEETING)

The request of Jacqueline Moore (Owner), Joe Hall (Representative) and Helvey-Wagner Surveying, Inc.(Surveyor) concerning the property at 1323 South Crockett Street, consisting of 0.236 acres, being a part of the Samuel Blagg Survey, Abstract No. 56, being a part of Lot 62, of M.B. Moore's Addition

Issue:

Appeal the decision of the Historical Preservation Board for a Certificate of Appropriateness at 1323 S. Crockett Street, to allow a 4' wood decorative fence in the Heritage Row Historical District.

Background:

The property is located at 1323 S. Crockett Street near the intersection of West Martin Lane and South Crockett Street and is zoned R-6 (Single Family Residential) District located in Heritage Row, Sherman's Historic Preservation District.

The property was brought to the attention of city staff following an inspection of the property and determining that no building permits were requested for the construction of a fence located at 1323 S. Crockett Street, located within the Heritage Row Historical District. A red tag was issued and the property owner and contractor were instructed to get a building permit or to remove the fence. The contractor applied for a fence permit on 8/12/2024.

Following the request for a fence permit, it was determined that the fence would need a Certificate of Appropriateness issued by the Historical Preservation Board.

According to the Heritage Row Historical District regulations, the following applies: "New construction and existing buildings and structures and appurtenances thereof coming under this article which are moved, reconstructed, material altered, repaired or changed in color shall be visually compatible with other buildings to which they are visually related generally in terms of the factors set out in this division."(Subsection 1.10.061)

"Appurtenances of a building such as walls, wrought iron, fences, evergreen landscape masses and building facades shall, if necessary, form cohesive walls of enclosure along a street to insure visual compatibility of the building to the other buildings to which it is visually related." (Subsection 1.10.070)

On October 1, 2024 a Historical Preservation Board meeting was held to hear the request for a Certificate of Appropriateness to allow a 4' wood decorative fence in the Heritage Row Historical District.

The board voted 3/0 to allow the fence but it be no taller than 36 inches and painted black or white.

The following has been approved for this location:
• 10/27/2004 - Certificate of Appropriateness for a 30'x30' carport constructed of wood, being the same color and roof as house with entry from the alley

Origination:
Request to appeal from Owner Jacqueline Moore

Financial Consideration:
None

Staff Recommendation:
At the October 1, 2024 special called meeting, the Historical Preservation Board voted 3/0 to approve the Certificate of Appropriateness to allow a fence in the front yard no taller than 36 inches being painted black or white. **Staff recommended that the Historical Preservation Board deny this Certificate of Appropriateness as the proposed fence is not visually compatible with other buildings to which they are visually related.**

Alternatives:
The City Council could deny the request.

Attachments:
1. 1323 S Crockett St - approval
2. Request to Appeal to City Council
3. Historical Board Communication Form
4. Location Map
5. Zoning Map
6. Improvement Survey
7. Narrative
8. Site Plan
9. Elevation Example
10. Current Fence Photos
11. MyGov Permit Overview with Comments

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

October 24, 2024

Delivered Via Email

Joseph Hall
Email: joehall.nh@gmail.com
2036 FM 1897
Bells, TX 75414

Jacqueline Moore
Email: jmhockey9@gmail.com
1323 South Crockett Street
Sherman, TX 75090

Dear Applicant,

As you are aware, the Historical Preservation Board in a regular meeting, October 1, 2024, granted the following request(s) for the property located at 1323 South Crockett Street:

Fence in the front yard no taller than 36" with wood painted black or white on both side of the fence.

The fence will need to have not less than 50% openings, and the transition will need to be moved behind the front of the home. The next step for your Fence Permit would be to schedule a Stringline Inspection on our MyGov permit.

If further information or clarification is needed, please feel free to contact me.

Respectfully,

Rob Rae
Director of Development Services

Rae, Rob

From: RobR@cityofsherman.com
Subject: FW: Request for Appeal to City Council
Attachments: 1323 S Crockett St - approval.pdf

From: Jacqueline Moore <jmhockey9@gmail.com>
Sent: Thursday, October 24, 2024 11:19 AM
To: Fine, Teri <terif@cityofsherman.com>
Cc: Louise Moore <ljmjcp@yahoo.com>
Subject: Request for Appeal to City Council

EXTERNAL EMAIL: -- Avoid clicking on links or files -- Be safe!

Happy Thursday, Miss Teri-
I met with a couple ladies from the city this morning regarding the attached approval letter from the Heritage Board. They were able to direct me to you, for filing an appeal to City Council for my fence on Heritage Row, located at 1323 S Crockett St.

At this time, I am formally requesting this appeal to City Council. Would you be able to assist me with scheduling a meeting, as well as let me know what facts/data/information you will require from me?

Please advise.
Thank you for your attention to this matter.

Jacqueline Moore
310.738.4100

SHERMAN PLANNING & ZONING COMMISSION
Agenda Communication Form

Planning & Zoning Commission Historical Preservation Board

Agenda Item No. 3.

Meeting Date: 10/1/2024

Prepared By: Lauren Marlow, Development Service Coordinator

Approved By: Rob Rae, Developmental Services Director

Requested Action/Proposed Use:

1323 SOUTH CROCKETT STREET (Project No. 24-004615)

The request of Jacqueline Moore (Owner), Joe Hall (Representative) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property at 1323 South Crockett Street, consisting of 0.236 acres, being a part of the Samuel Blagg Survey, Abstract No. 56, being a part of Lot 62, of M.B. Moore's Addition, as follows:

Historical Preservation Board

Request for a Certificate of Appropriateness to allow a 4' wood decorative fence in the Heritage Row Historical District.

Background:

The property is located at 1323 South Crockett Street near the intersection of West Martin Lane and South Crockett Street and is zoned R-6 (Single Family Residential) District located in Heritage Row, Sherman's Historic Preservation District.

According to the Heritage Row Historical District regulations, the following applies:
"New construction and existing buildings and structures and appurtenances thereof coming under this article which are moved, reconstructed, material altered, repaired or changed in color shall be visually compatible with other buildings to which they are visually related generally in terms of the factors set out in this division." (Subsection 1.10.061)

"Appurtenances of a building such as walls, wrought iron, fences, evergreen landscape masses and building facades shall, if necessary, form cohesive walls of enclosure along a street to insure visual compatibility of the building to the other buildings to which it is visually related." (Subsection 1.10.070)

The following has been approved for this location:

- 10/27/2004 - Certificate of Appropriateness for a 30'x30' carport constructed of wood, being the same color and roof as house with entry from the alley.

Origination:

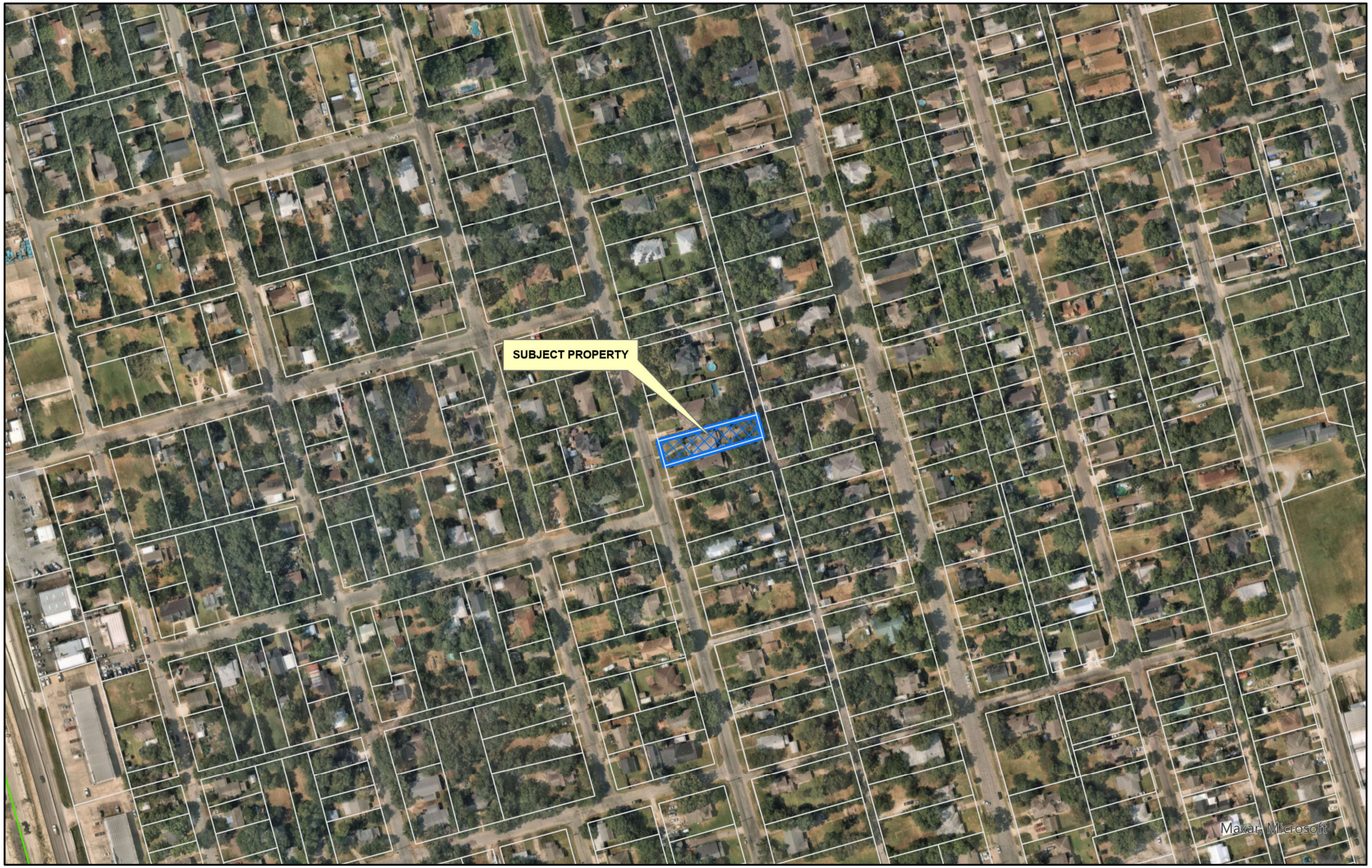
Jacqueline Moore (Owner)
Joe Hall (Representative)
Helvey-Wagner Surveying, Inc. (Surveyor)

Staff Recommendation:

Staff recommends that the Historical Preservation Board deny this Certificate of Appropriateness as the proposed fence is not visually compatible with other buildings to which they are visually related.

Attachments:

1. Location Map
2. Zoning Map
3. Improvement Survey
4. Narrative
5. Site Plan
6. Elevation Example
7. Current Fence Photos
8. MyGov Permit Overview with Comments



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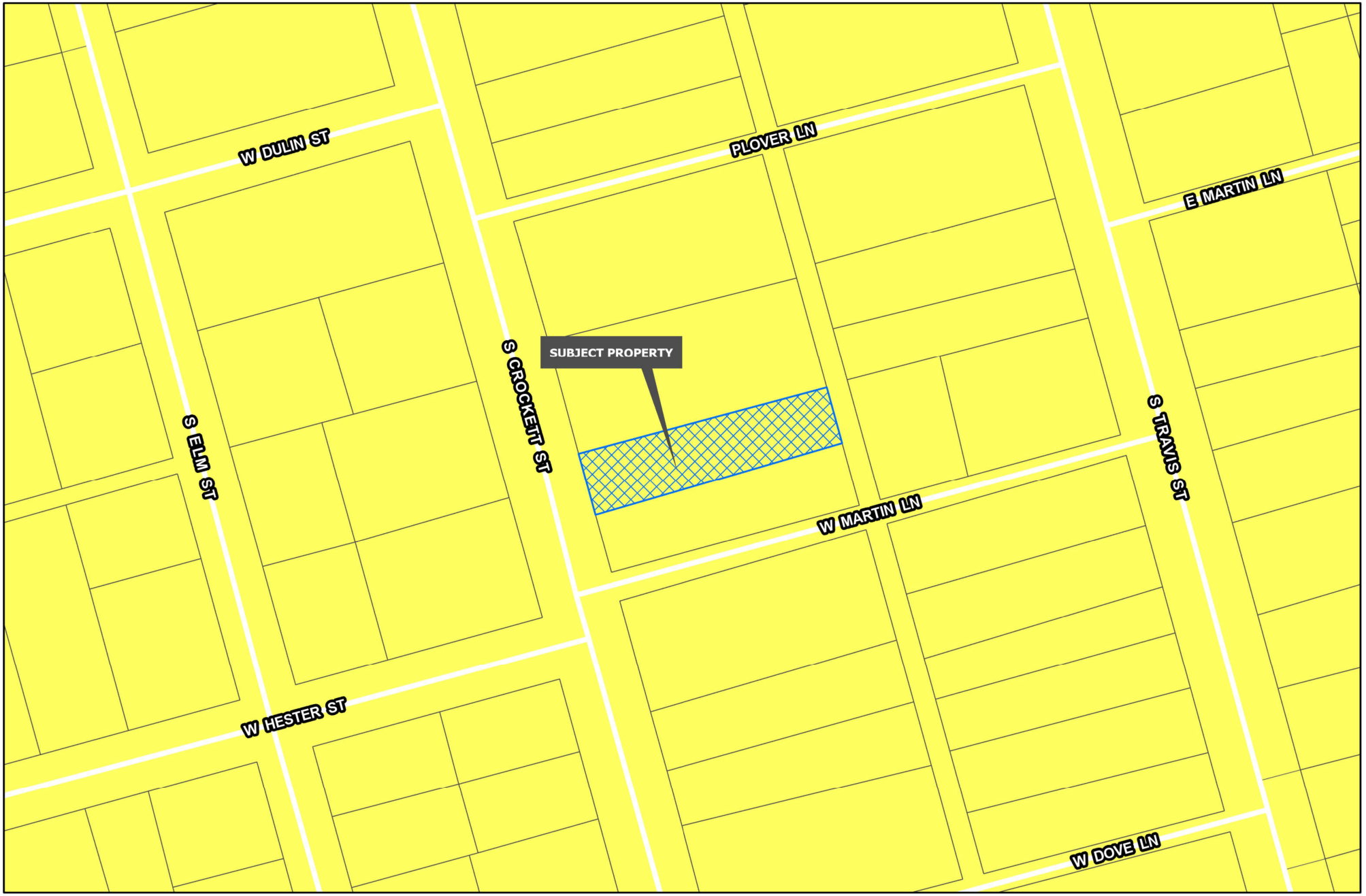
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
1323 S CROCKETT ST

N
W E
S

Date: 9/17/2024 11:40 AM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

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

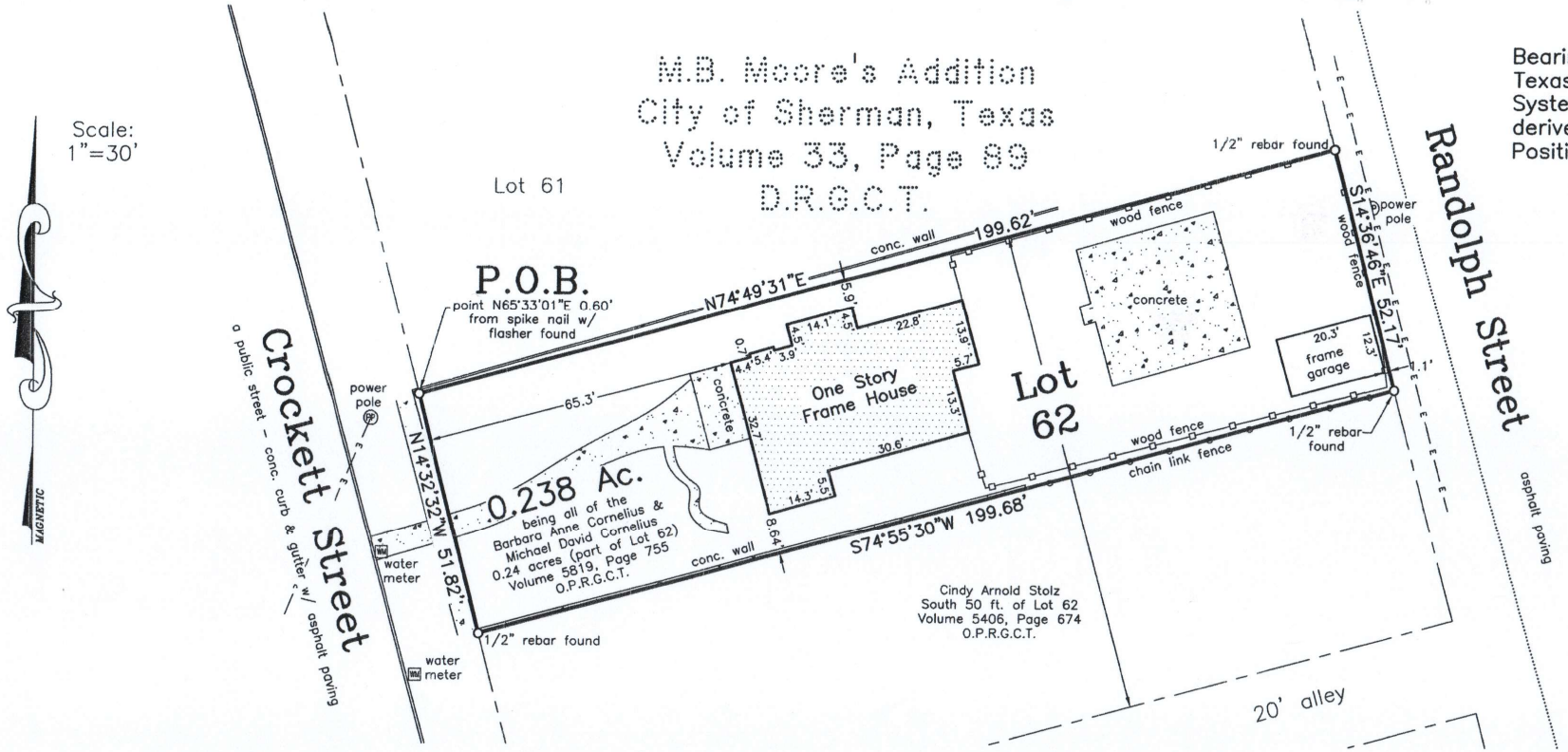
Road Names All

Planning & Zoning

CITY OF SHERMAN
ZONING MAP
1323 S CROCKETT ST

N
W E
S

Date: 9/17/2021 1:40:37 PM



Owner: Barbara Anne Cornelius & Michael David Cornelius
Buyer: Jacqueline Moore
Address: 1323 S. Crockett Street Sherman, Texas

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and that this survey complies with the current Texas Society of Professional Surveyors Manual of Practice for a Category 1A, Condition 2, TSPS Land Title Survey and is a true and correct representation of the property shown hereon. Field Notes attached hereto.

The subject property shown hereon does not lie within the limits of any designated 100-year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0405 F, Revised Date: September 29, 2010.

Job No. BGS110320

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph (903) 463-6191 Fax (903) 463-4088
Email: kate@helveywagnersurvey.net
Texas Board of Professional Land Surveying
Firm Registration No. 10088100

This survey is for the sole benefit of the transaction by and between: the owner and buyer stated at left, Property Home Mortgage, LLC and Red River Title Company and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

STATE OF TEXAS REGISTERED KATE A. WAGNER 6578 PROFESSIONAL LAND SURVEYOR

Kate A. Wagner, R. P. L. S. No. 6578
Copyright Date: March 5, 2020

S:\Land Projects R2\1323-S-Crockett-Street-Sherman\Civil 3D\1323 Crockett Street.dwg 3/5/2020 3:44 PM

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020
Ph: (903) 463-6191 · Fax: (903) 463-4088 · Email: kate@helveywagnersurvey.net
TBPLS Firm Registration No. 10088100
Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6578

FIELD NOTES
0.238 Acres

SITUATED in the City of Sherman, County of Grayson, State of Texas, being a part of the Samuel Blagg Survey, Abstract No. 56, being a part of Lot 62, of M.B. Moore's Addition to the City of Sherman, Texas, as shown by plat recorded in Volume 33, Page 89, Deed Records, Grayson County, Texas and being the same 0.24 acre tract of land conveyed by Warranty Deed from Randi L. Tanglen to Barbara Anne Cornelius and Michael David Cornelius on June 8, 2016, as recorded in Volume 5819, Volume 755, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point at in the East line of Crockett Street, a public street, at the Northwest corner of both said Lot 62 and Cornelius 0.24 ac. and the Southwest corner of Lot 61, said M.B. Moore's Addition, ***SAID*** point bears North 65 deg. 33 min. 01 sec. East, 0.60 ft. from a spike nail with flasher found;

THENCE North 74 deg. 49 min. 31 sec. East, with the South line of said Lot 61 and the North line of both said Lot 62 and Cornelius 0.24 ac., a distance of 199.62 ft. to a 1/2 inch rebar found in the West line of Randolph Street, a public street, at the Southeast corner of said Lot 61 and the Northeast corner of both said Lot 62 and Cornelius 0.24 ac.;

THENCE South 14 deg. 36 min. 46 sec. East, with the West line of said Randolph Street and the East line of said Lot 62, a distance of 52.17 ft. to a 1/2 inch rebar found at the Southeast corner of said Cornelius 0.24 ac.;

THENCE South 74 deg. 55 min. 30 sec. West, over and across said Lot 62, with the South line of said Cornelius 0.24 ac., a distance of 199.68 ft. to a 1/2 inch rebar found in the East line of said Crockett Street and the West line of said Lot 62, at the Southwest corner of said Cornelius 0.24 ac.

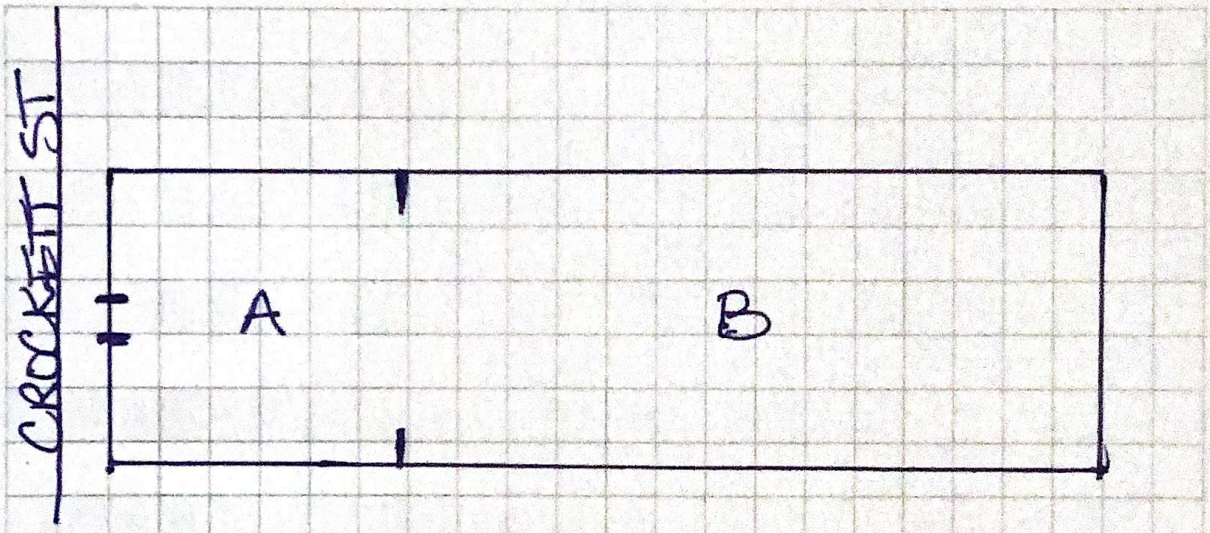
THENCE North 14 deg. 32 min. 32 sec. West, with the East line of said Crockett Street and the West line of said Lot 62, a distance of 51.82 ft. to the **PLACE OF BEGINNING** and containing **0.238 ACRES** of land.

Kate A. Wagner, R.P.L.S. No. 6578
March 5, 2020

NEW HEIGHTS CONSTRUCTION
JOSEPH HALL
903.718.1774

Property Owner:
Jacqueline Moore

Address:
1323 S. Crockett Street
Sherman ,Texas 75090



SECTION A: FRONT YARD (4 ft. Pine board 50% open, horizontal design)

SECTION B: BACK YARD (8 ft. Pine board on board privacy fence)

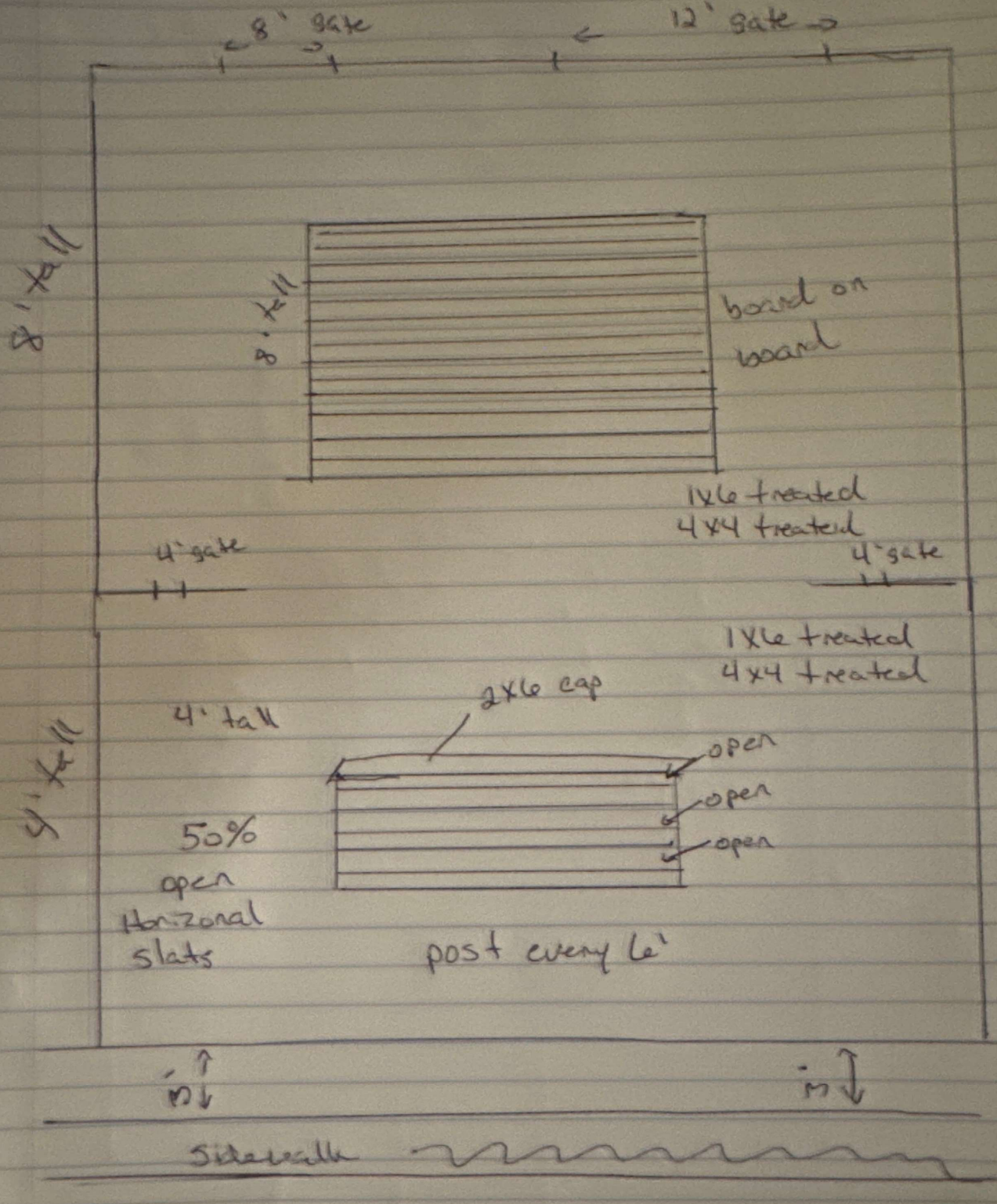
- Fence material will be Pine Wood with Stain by Ready Seal in Color Pecan

The property owner, Ms. Moore , hired me to remove a 6 ft. Privacy fence in the back yard and replace it with an 8 ft. Privacy fence constructed out of Pine and stained using Ready Seal Stain in color Pine. In addition to the backyard fence I will also be installing a 4 foot decorative fence in the front yard. Please see the attached photos of examples that will give a good idea as to the end result for the project. Again this property is located on 1323 S. Crockett Street Sherman Texas 75090. The estimated time to complete will be no more than 5 days (weather permitting).

I, Kate A. Wagner, Registered Professional Land Surveyor
performed on the ground of the
Crockett Street
a public street - conc curb & gutter w/ asphalt paving
Lot 62
One Story
Frame House
0.238 Ac.
being all of the
Barbara Anne Cornelius &
Michael David Cornelius
0.24 acres (part of Lot 62)
Volume 5819, Page 755
O.P.R.C.T.
Cindy Arnold Stolz
South 50 ft. of Lot 62
Volume 5406, Page 674
O.P.R.C.T.
Lot 61
20' alley
chainlink fence
wood fence
concrete
conc. wall
1/2" rebar found
power pole
water meter
P.O.B.
point N65°33'01"E 0.60'
from spike nail w/
washer found
N74°49'31"E 199.62'
S74°55'30"W 199.68'
N14°32'32"W 51.82'
S14°36'46"E 52.17'
65.3'
32.7'
30.6'
22.8'
14.3'
13.9'
13.3'
8.64'
5.9'
5.7'
5.5'
4.5'
4.4'
3.9'
1.4'
0.7'
M.B. Moore's Addition
City of Sherman, Texas
Volume 33, Page 89
D.R.G.C.T.

4' tall in front
8' tall in back

1323 Crockett
Sherman Tx 75092



PROJECT OVERVIEW

Project Type: Fence Permit Online | **Project Title:** Fence Permit Online
ID # 24-004162 | **Started** 08/12/2024 at 12:18 PM

Address

1323 S CROCKETT St, Sherman, TX USA

Legal

Moore M B Addn, Lot N/2 62, Acres .2296

Description

Remove existing fence and install new one

PROPERTY DETAILS

Property ID	166250

CONTACTS	CONTACT INFO	ADDRESS	CREDENTIALS	ROLE
Jacqueline M Moore	-	1323 S Crockett St Sherman, TX 75090	-	Property Owner
Josep Hall		2036 fm 1897 Bells, TX 75414	-	APPLICANT

PROJECT STEPS	DATE & TIME	RESULT	USER
Application Request	08/12/2024 at 12:18 PM	Accept	-
Misc Permit Application Review	08/16/2024 at 2:30 PM	Reviewed	Cynthia Saenz
Payment Due Permit	08/16/2024 at 3:11 PM	Paid	Caleb Green
Print Permit	-	-	-
Stringline Inspection	-	-	-
Archive	-	-	-

INVOICES	DUE DATE	CONTACT	TOTAL	PAID	DUE
24-005735	09/15/2024	Josep Hall	$ 325.00	$ 325.00	$ 0.00

Fees	Account No	Total	Paid	Due
Fence Permit Fee	100-2127-64101	$ 75.00	$ 75.00	$ 0.00
Work Prior to Permit Issuance (in addition to permit fees)	100-2127-64112	$ 250.00	$ 250.00	$ 0.00

Receipts

24-005210

TOTALS	$ 325.00	$ 325.00	**$ 0.00**

GENERAL COMMENTS

Cynthia Saenz, *Permits & Inspections, Aug 14, 2024 at 2:21 PM*

Please upload plans showing how high the fence will be and what type of material it will be made of (i.e. iron or wood). Additionally, this home is in the historic district and the Building Official must review the plans to ensure that you are in compliance with the materials and how the fence can be constructed in this district. Until all information has been received, we cannot process this permit.

Cynthia Saenz

Cynthia Saenz, *Permits & Inspections, Aug 14, 2024 at 2:23 PM*

A working without a permit fee has been assessed per the Building Official.

Cynthia Saenz

Joseph Hall, *Aug 15, 2024 at 10:20 AM*

I am wanting to get a permit to build a fence in the front and back yard at 1323 Crockett st. I will be building the front and back with treated wood and the front will be 4' tall and the back 8' tall. Please let me know what I need to do. The front will be 50% open and the back board on board

Cynthia Saenz, *Permits & Inspections, Aug 16, 2024 at 3:43 PM*

Please upload plans showing how high the fence will be and what type of material it will be made of (i.e. iron or wood). Additionally, this home is in the historic district and the Building Official must review the plans to ensure that you are in compliance with the materials and how the fence can be constructed in this district. Until all information has been received, we cannot process this permit. No work can be started until this is received.

Cynthia Saenz

Cynthia Saenz, *Permits & Inspections, Aug 26, 2024 at 9:57 AM*

Please upload plans showing how high the fence will be and what type of material it will be made of (i.e. iron or wood). Additionally, this home is in the historic district and the Building Official must review the plans to ensure that you are in compliance with the materials and how the fence can be constructed in this district. Until all information has been received, we cannot process this permit. No work can be started until this is received.

Cynthia Saenz

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. J.1.

Meeting Date: 11/18/2024

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:
BOARD/COMMISSION APPOINTMENT
Main Street Advisory Board (4)

Issue:
The following terms on the Main Street Advisory Board have expired. Lucas Ridley (July 7, 2024), Lindsey Manley (September 5, 2024), and Courtney Mitchell Christman (September 5, 2024). Ms. Manley and Ms. Christman have served their term limit and are not eligible for reappointment. Mr. Ridley has not been attending the meetings. There is also one vacancy on the Board. We have applications from Sarah Pierce, Joey Gunn, Janie Bates, Paul Manley, Regina Roberts, and Sandy Rehkopf for the Main Street Advisory Board.

Background:
The City Council created the Main Street Advisory Committee by Resolution No. 6063, approved on March 7, 2016. The purpose of the Committee is to design and recommend programs to improve the quality of life in Downtown Sherman, organize and participate in Main Street activities, judge the quality of applications to the Main Street Grant Program, and to advise and support the Main Street Manager to further the goals and priorities of the Sherman Main Street Program.

Origination:
The appointments originated with the CIty Clerk's Office.

Financial Consideration:
There is no financial consideration.

Staff Recommendation:
It is the staff recommendation that the City Council appoint Sarah Pierce, Joey Gunn, Paul Manley, and Sandy Rehkopf to the Main Street Advisory Board.

Alternatives:
The alternative is to delay appointments to the Board.

Attachments:

1. Main Street Advisory Board Roster
2. Main Street Advisory Board - Fact Sheet
3. Applicant List for Main Street Advisory Board
4. Sarah Pierce - Application
5. Joey Gunn - Application
6. Janie Bates - Application
7. Paul Manley - Application
8. Regina Roberts - Application
9. Sandy Rehkopf - Application

MEMBERSHIP ROSTER

MAIN STREET ADVISORY BOARD

LENGTH OF TERMS: 2 Years
Consecutive Term Limit 3 Terms

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
David Downtain	1	A 6/8/2021 R 6/8/2023	6/8/2023 6/8/2025	1 2	
Preston Davis	3	A 9/7/2022 R 9/7/2024	9/7/2024 9/7/2026	1 2	
Aaron Jason Bucy	4	A 2/8/2022 R 2/8/2024	2/8/2024 2/8/2026	1 2	
Vacant					
Stuart Holcomb	3	A 8/8/2023	8/8/2025	1	
Lucas Ridley	4	A 7/7/2022	7/7/2024	1	
Lindsey Manley	1	A 9/5/2018 R 9/5/2020 R 9/5/2022	9/5/2020 9/5/2022 9/5/2024	1 2 3	
Angela Wilson	n/a	A 7/7/2022 R 7/7/2024	7/7/2024 7/7/2026	1 2	
Courtney Mitchell Christman	1	A 9/5/2018 R 9/5/2020 R 9/5/2022	9/5/2020 9/5/2022 9/5/2024	1 2 3	
Joey Morneau	4	A 3/7/2023	3/7/2025	1	
Ex-Officio Members					
Daron Holland					Council Member
Karen Tooley					DSP&R President

Ex-Officio Members: City Council Member
Downtown Sherman Preservation & Revitalization President

Chair:
Vice Chair:

Resolution 6063, approved Sept. 4, 2018
Increased membership from 6 to 10

CITY STAFF:
Revised 10/23/2024

FACT SHEET

MAIN STREET ADVISORY BOARD

Established by RESOLUTION 6063 – MARCH 7, 2016

1. **Number of Members: SIX**
2. **Term of Appointment: 2 YEARS**
3. **Consecutive Term Rule: THREE TERMS – ORDINANCE 4223 (10/21/91)**
4. **Qualifications for Membership: PRESERVE AND GROW DOWNTOWN AS A BUSINESS CENTER FOR SHERMAN**
5.
6. **Appointed by: MAYOR AND CITY COUNCIL**
7. **Board Organization**

CHAIRPERSON E VICE CHAIRPERSON ____ SECRETARY E

ELECTED E APPOINTED ___

8. **Departmental Responsibility: DIRECTOR OF COMMUNITY AND SUPPORT SERVICES**
9. **Meeting Date: NO RULE – AS SET BY BOARD BY-LAWS**
10. **Attendance Requirements: NO RULE – AS SET BY BOARD BY-LAWS**

==========

Ex-Officio Members:
City Council Member
Downtown Sherman Preservation & Revitalization President

PURPOSE:

- Encourage participation in the Sherman Main Street Downtown Revitalization Program
- Establish and evaluate goals and priorities for the Main Street Program
- Review design appropriateness for the purpose of participation in the Main Street Low Interest Loan Program and Incentive Grant Projects
- Design and coordinate activities coinciding with the Main Street Program
- Assist with the Main Street Program Annual Report
- Advise and support the Main Street Manager to further the goals and priorities of the Main Street Program.

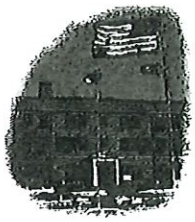
RESPONSIBILITIES:
Said Board shall work with the Main Street Manager and other City officials to publicize the Main Street Program and shall recommend projects and activities to include marketing, advertising, promotion, design, organization, economic restructuring as related to the Main Street Program. The Board will also review any commercial construction or reconstruction plans proposed within the Main Street Program Target Area.

APPLICANT LIST

Main Street Advisory Board **Positions Vacant 4**

Applicant	Address	District	Qualifications
Sarah Pierce	1102 S. Elm	4	The Milleu Wine Bar
Joey Gunn	1501 Black Willow Trail, Anna	n/a	Knight Furniture
Janie Bates	210 Chisholm Trail	4	Workforce Solutions Texoma
Paul Manley	1506 N. Alexander	1	Presco Polymers
Regina Roberts	1101 Yorkshire Dr	1	Pop Pop Popcorn
Sandy Rehkopf	718 E. Hwy 82 #161	n/a	Sherman Chamber of Commerce

COMMENTS:



CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

Return completed application to:
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Sarah Pierce
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Main Street

☑ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: 1102 S. Elm St.	Business Name: The Miller Wine Bar
Mailing Address: Sherman TX 75090	Occupation: Owner
Telephone: 903-357-0776 Fax:	Address: 218 W. Houston St Suite 100
E-Mail: Sarah@themillerwinebar.com	Telephone: 903-546-5002 Fax:
Sherman Resident for 23 years County: USA	E-Mail: Sarah@themillerwinebar.com
Drivers License No.: 03755946	
Voter Registration No.: 10254256 38 ✓	

Which Council District do you live in? *(see attached map)* 4 ✓

Prior work experience: *(please include dates)*
VP of Community Engagement of Goodwill of Northeast Texas 7 1/2 yrs 2016-2024
Now I own the Miller Wine Bar.

Educational Achievement:

High School Graduate? ☑ Yes ☐ No Year Graduated/Left School? 93'
Business College, Correspondence School, Adult Education, Other? Associates Secretarial
Name of College/University: ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*
Volunteer w/ Craft the Night away, Wine Stroll, Various Boards for the Salvation Army, Boys and Girls Club, and more throughout the years I have lived here, and continue to volunteer.

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☑ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.
N/A

Application held for 12 months from date received

Taxes - None

Are you presently serving on a City board or commission? ☐ Yes ☑ No

If so, which one? N/A

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?
Having Volunteered w/ Numerous events happening in Downtown and Main Street, I am continually inspired by those that live & serve the Community as well.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Liaison w/ Downtown business Merchants as well as City & Chamber.

The Board is making intentional Movement w/ business owners and I would like to be part of that.

2) Communicating w/ Downtown building owners to encourage them to bring diverse tenants into their buildings.

Perhaps Meet w/ building owners to see how we can help (beyond Imagine the possibilities Tour) fill their space w/ more than Lawyers.

3) Grants are available however, word of Mouth is the only way I am aware that they are available...

It would be wonderful (Quarterly Perhaps) to have an Information day with both landlords & business owners to learn their options to grow their business.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:
I bring years of Marketing & Community Engagement Experience (30 plus) I enjoy Creating Something out of Nothing, thinking outside of the box. I Love Sherman Texas.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:
N/A

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☑ Yes ☐ No
Comments: I already serve on the Economic Revitalization Committee w/ David Sanders

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: [signature] *Date:* 4/23/24

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.

RECEIVED
AUG 21 2024
420pm
City Clerk's Office

CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

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Sherman, TX 75091
Fax: (903) 892-7394

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Name: Joey Gunn
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Main Street Board

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: 1501 Black Willow Trl	Business Name: Knight Furniture
Mailing Address: Anna Tx 75409	Occupation: President / CEO / owner
Telephone: 214.280.9495 Fax:	Address: 108 W Lamar, Sherman Tx
E-Mail: joey@Knightfurniture.com	Telephone: 903 893 9484 Fax:
Sherman Resident for 0 years County: Collin	E-Mail:
Drivers License No.: 01430835	
Voter Registration No.:	

Which Council District do you live in? *(see attached map)* Collin County ✓

Prior work experience: *(please include dates)*
President Knight Furniture - MAY 2021 - Present
VP Knight Febuary 2014 - MAY 2021; Manager Knight MAY 1998 - Feb 2014

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 2001 - Allen High School
Business College, Correspondence School, Adult Education, Other?
Name of College/University: Hardin-Simmons University ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*
McKinney Lacrosse board (501c3) elected June 2024; Denison Chamber 2016-22
Home Furnishing Association Young Pro President (501c3) 2013-15

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

N/A

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?
The success of this board and main Street specifically directly effects my livlihood. By becoming active, I hope I can use our years and generations of experience down here to unite the businesses and generate a better main Street environment.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) The businesses on main Street need a unified direction while maintaining their individual identities.
We've got to unify our voice.

2) The outside perception of main Street - the branding and marketing of this matters. We need to market an experience. We also may need to create the experience first.

3) We need traffic! Tough times, construction all play a role in this. We need to make main Street appeal to and attract people through these challenges.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:
Batchelors in Marketing

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:
N/A

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No
Comments: Lindsey Manley has really encouraged my involvement
Courtney Mitchell has too.

Statement of Intent

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Signature: _____ *Date:* 8/21/24

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Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

RECEIVED
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City Clerk's Office

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Name: Janie Bates
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Sherman Main Street Board

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 210 Chisholm Trail
Mailing Address: Same
Telephone: 903-821-0820 Fax: _____
E-Mail: janie.bates@wfstexoma.org
_ Sherman Resident for 45 years County: Grayson
Drivers License No.: 07627571
Voter Registration No.: VIUD-1024895569

Occupational Information

Business Name: Workforce Solutions Texoma
Occupation: Executive Director
Address: 5904 Texoma Pkwy
Telephone: 903-957-7408 Fax: 903-957-7413
E-Mail: janie.bates@wfstexoma.org

Which Council District do you live in? *(see attached map)* #4

Prior work experience: *(please include dates)*
Private business owner before joining Workforce—45 years with Workforce.
Owner of downtown business since January 2022 (Designs by Janie on Wall Street)

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1973 SOSU
Business College, Correspondence School, Adult Education, Other? _____
Name of College/University: SOSU ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*

SEDCO 8 years, Sherman Boys and Girls Club 26 yrs, United Way 12 yrs, Texoma Family Shelter 4 yrs,
Texas Workforce Executive Directors Council Chair 4 yrs, SISD Band Boosters President and volunteer 6 years, North TX Enterprise Project, Fannin Literacy Council Founding Member, Sherman Chamber, Workforce Leadership of Texas, Bib Brothers and Big Sisters.

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.
Taxes- No

Are you presently serving on a City board or commission? ☒ Yes ☐ No

If so, which one? SEDCO—term expires in October 2024

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?
I am interested in building a vibrant downtown for Sherman.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or
commission should address each issue
1) Attracting more diversity in types of downtown businesses.
Create a friendly environment for downtown business. Increase marketing for downtown to make it a destination.

2)Public restrooms or lack thereof

Need to raise funds to provide restrooms which would benefit activities and festivals.

3) Downtown Infrastructure
Continue efforts to provide façade grants, support city initiatives related to water and sewer needs. We are excited about the infrastructure that is
Currently under construction!

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission.
Grant writing, partnerships with local agencies, networking
Assisted with organizing downtown events, certified professional grant writer, relationships with multiple area agencies.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect
your ability to serve if you should be appointed to this board or commission:
None

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No
Comments: Conversations with the director and board members on several occasions.

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions,
as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission
members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed,
I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will
remain on file for one year from the date of receipt.

Signature: _____ *Date:* 8/22, 2024

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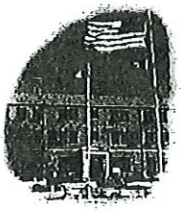

CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

RECEIVED
AUG 27 2024
City Clerk's Office

Return completed application to:
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Paul Manley
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Main Street

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 1506 N Alexander St.
Mailing Address: Sherman, TX 75092
Telephone: 314-276-8077 Fax:
E-Mail: pManley81@gmail.com
Sherman Resident for 9 years County: Grayson
Drivers License No.: 25354779
Voter Registration No.: 1139116377 ✓

Occupational Information

Business Name: Presco Polymers
Occupation: VP of IT & Engineering
Address: ~~7200~~ 301 N Montgomery St.
Telephone: 903-957-2235 Fax:
E-Mail: pmanley@presco.com

Which Council District do you live in? *(see attached map)* 1 ✓

Prior work experience: *(please include dates)*
Presco, July 2015 - Present

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School?
Business College, Correspondence School, Adult Education, Other?
Name of College/University: UM-Rolla ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*
Planning & Zoning Commission 2019-present
Childrens Advocacy Center Board 2017-2023
Grayson County Rotary Club 2017-present

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Taxes-None

Are you presently serving on a City board or commission? ☒ Yes ☐ No

If so, which one? P + Z

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?
I work downtown & live near downtown. I believe improving our downtown is critical to Sherman's future.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Competing for city resources with other development activity - TI, Globitech, multiple residential developments requiring funds and infrastructure. These projects divert attention from downtown.

2) Attracting commercial activity to downtown Sherman and retaining it. Challenges are parking, water/sewer and many properties owned & controlled by legal activity - County operations and lawyers

3) Providing sufficient incentives for downtown business growth that allows our budget to remain healthy

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:
My wife Lindsey is a contract employee of the City.

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No
Comments: I have spoken to Sarah McCrae, Nate Strauch & Lindsey Mabry

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: _____ *Date:* 8/27/2024

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

RECEIVED
AUG 30 2024
4:15p TT
In The
CITY CLERK'S OFFICE

Return completed application to:
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Regina Roberts
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Main Street

☑ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: 1101 Yorkshire Drive	Business Name: Pop Pop Popcorn
Mailing Address:	Occupation: Owner operator
Telephone: 903-436-9988 Fax:	Address: 113 N. Travis Downtown Sherman
E-Mail: glroberts@hotmail.com	Telephone: 903-436-9988 Fax:
Sherman Resident for ____ years County:	E-Mail:
Drivers License No.: 28665642	
Voter Registration No.: I don't have it I do vote! 1165699863 ✓	

Which Council District do you live in? *(see attached map)* 1 ✓

Prior work experience: *(please include dates)*
Pop Pop Popcorn 2015 - Present

Educational Achievement:

High School Graduate? ☑ Yes ☐ No Year Graduated/Left School? 1977
Business College, Correspondence School, Adult Education, Other? Yes
Name of College/University: Grayson College ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*
CASA Board Member 2015 - 2020
Child Advocacy 2020 - Present Board Member

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☑ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Taxes - None

Are you presently serving on a City board or commission? ☐ Yes ☑ No

If so, which one? _____

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?
having a Business in Downtown I believe I can Be a great asset

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Having events and or activies to draw people to come downtown and new merchants to JOIN US.

2) I think it is important to have downtown businesses on Board and If Board members are not coming they drop. off.

3) Encouraging new Businesses and current Bussiness to participate in activies.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☑ Yes ☐ No
Comments: _____

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: Regina Roberts *Date:* August 30, 2024

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Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP

RECEIVED
SEP 25 2024
City Clerk's Office

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For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: SANDY REHKOPF
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: MAIN STREET

☑ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 718 E. Hwy 82 #161 75090
Mailing Address: same
Telephone: 214-949-2844 Fax:
E-Mail:
Sherman Resident for <1 years County:
Drivers License No.: 24766193
Voter Registration No.: 1166314767 ✓

Occupational Information

Business Name: Sherman Chamber of Commerce
Occupation: President / CEO
Address: 307 W. Washington
Telephone: Fax:
E-Mail: SREHKOPF@ShermanChamber.us

Which Council District do you live in? *(see attached map)*

Prior work experience: *(please include dates)*
2015 - 2021 Wakahachie Chamber President
2021 - 2023 Wakahachie, ISD Community Outreach Coord.
2024 - Present Sherman Chamber President

Educational Achievement:

High School Graduate? ☑ Yes ☐ No Year Graduated/Left School? 1991
Business College, Correspondence School, Adult Education, Other?
Name of College/University: Texas A&M Univ. ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: *(please include dates)*
too many to list... I can attach resume if necessary

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☑ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

n/a

Taxes - Now

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☑ Yes ☐ No

If so, which one? ex-officio for Main St., WOMO Committee, & Women in STEM

Why do you want to become a member of this particular board or commission *(how would you use this experience to benefit the City)*?
I am eager to apply my experience and skills to help bolster the amazing leadership already working for downtown Sherman.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Advocating for growth and improvement while still respecting the history and traditions of downtown.

2) Supporting downtown business owners and building owners, while also holding them accountable for their contributions to downtown.

3) Keeping our fingers on the pulse of the citizens so that we can continue to offer great programming that, in turn, helps grow the businesses and attract more!

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:
Chamber I.O.M. certification, Economic Development coursework, and a driving passion for growing businesses & unifying communities.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:
none :)

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☑ Yes ☐ No
Comments:

Statement of Intent

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Signature: _____ *Date:* 9/4/24

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Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. J.2.

Meeting Date: 11/18/2024

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:
BOARD/COMMISSION APPOINTMENT
Council Audit Committee (3)

Issue:
Mayor David Plyler, Council Member Daron Holland, and former Deputy Mayor Shawn Teamann currently serve on the Council Audit Committee. Their terms expire in November 2024.

Background:
The Council Audit Committee assists the Council and staff in the review of the audit reports filed by the independent auditor and provides input on the selection of external auditors. They also provide recommendations to the rest of the Council on technical accounting issues.

Origination:
The appointment originated with the CIty Clerk's Office.

Financial Consideration:
There is no financial consideration.

Staff Recommendation:
It is recommended that the City Council consider appointments to the Council Audit Committee.

Alternatives:
The alternative is to delay the appointment of members to this Committee.

Attachments:
1. Audit Committee Roster
2. Council Audit Committee Fact Sheet

MEMBERSHIP ROSTER

COUNCIL AUDIT COMMITTEE **LENGTH OF TERMS: 1 YEAR**

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
David Plyler	4	A 11/18/2014	11/2015	1	Council Member
		R 12/8/2015	11/2016	2	
		R 11/21/2016	11/2017	3	
		R 11/21/2017	11/2018	4	
		R 11/19/2018	11/2019	5	
		R 11/19/2019	11/2020	6	
		R 11/17/2020	11/2021	7	
		R 11/16/2021	11/2022	8	
		R 11/21/2022	11/2023	9	
		R 11/19/2023	11/2024	10	
Daron Holland	4	A 11/21/2017	11/2018	1	Council Member
		R 11/19/2018	11/2019	2	
		R 11/19/2019	11/2020	3	
		R 11/17/2020	11/2021	4	
		R 11/16/2021	11/2022	5	
		R 11/21/2022	11/2023	6	
		R 11/19/2023	11/2024	7	
Shawn Teamann	1	A 11/21/2016	11/2017	1	Council Member
		R 11/21/2017	11/2018	2	
		R 11/19/2018	11/2019	3	
		R 11/19/2019	11/2020	4	
		R 11/17/2020	11/2021	5	
		R 11/16/2021	11/2022	6	
		R 11/21/2022	11/2023	7	
		R 11/19/2023	11/2024	8	

NOTE: Council Member's appointment expires at end of one year.

CITY STAFF: Robby Hefton, City Manager
Revised 12/21/2023

FACT SHEET

COUNCIL AUDIT COMMITTEE

Established by RESOLUTION 2790 – DECEMBER 23, 1991

1. **Number of Members: THREE (3)**
2. **Term of Appointment: ONE YEAR**
3. **Consecutive Term Rule: NO RULE**
4. **Qualifications for Membership: COUNCIL MEMBER WITH KNOWLEDGE OF ACCOUNTING AND/OR BUSINESS MANAGEMENT**
5. **Appointed by: MAYOR AND CITY COUNCIL MEMBERS**
6. **Board Organization**

   CHAIRPERSON ____ VICE CHAIRPERSON ____ SECRETARY ___

   ELECTED ___ APPOINTED ____
7. **Departmental Responsibility: CITY MANAGER & DIRECTOR OF FINANCE**
8. **Meeting Date: AS CALLED**
9. **Attendance Requirements: NONE**

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RESPONSIBILITIES:
Audit Committee will assist Council and staff in the review of the audit papers filed by the independent auditor; provide input on the selection of external auditors; and provide recommendations to the rest of the Council on technical accounting issues.

DUTIES:
Provide input on the selection of external auditors;
Review audit reports;
Provide recommendations to Council on technical accounting matters;
Review the justification for internal audit functions;
All other accounting and financial reviews as directed by the City Council

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. J.3.

Meeting Date: 11/18/2024

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:
BOARD/COMMISSION APPOINTMENT
Investment Committee (2)

Issue:
Council Members Juston Dobbs and Pam Howeth currently serve on the City's Investment Committee. Their terms expire in November 2024.

Background:
The Investment Committee provides guidance on investment matters for the City and annually approves the list of brokers and dealers. The Committee also reviews the Quarterly Investment Reports.

Origination:
The appointments originated with the City Clerk's Office.

Financial Consideration:
There is no financial consideration.

Staff Recommendation:
It is recommended that the City Council consider appointments to the Investment Committee.

Alternatives:
The alternative is to delay the appointment of members to this Committee.

Attachments:
1. Investment Committee Roster
2. Resolution 7354

MEMBERSHIP ROSTER

CITY OF SHERMAN
INVESTMENT COMMITTEE

LENGTH OF TERMS:
Term of Elected Office

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Juston Dobbs	4	A 11/16/2021 R 11/21/2022 R 11/19/2023	11/2022 11/2023 11/2024	1 2 3	Council Member
Pam Howeth	3	U 8/1/2016 R 11/22/2016 R 11/21/2017 R 11/20/2018 R 11/19/2019 R 11/17/2020 R 11/16/2021 R 11/21/2022 F 11/19/2023	11/2016 11/2017 11/2018 11/2019 11/2020 11/2021 11/2022 11/2023 11/2024	0 1 2 3 4 5 6 7 8	Council Member
INVESTMENT COMMITTEE SHALL CONSIST OF THE FOLLOWING CITY OFFICIALS:					
Robby Hefton				NA	City Manager

NOTE: Council Member's appointment expires at end of term of elected office.

CITY STAFF: Robby Hefton, City Manager
Revised 12/21/2023

RESOLUTION NO. 7354

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ADOPTING AN INVESTMENT POLICY FOR THE CITY OF SHERMAN; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, Chapter 2256 of the Texas Government Code requires that all municipal investments shall be made in accordance with written policies approved by the governing body; and

WHEREAS, the investment policies must address liquidity, diversification, safety of principal, yield, maturity, and quality and capability of investment management; and

WHEREAS, the City of Sherman Investment Committee has proposed an investment policy which meets these goals;

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

SECTION 1. That all prior investment policies of the City of Sherman are hereby revoked in their entirety.

SECTION 2. That the City of Sherman Investment Policy, attached hereto and made a part hereof for all purposes, is hereby adopted and shall now and hereafter govern the investment activity of the City of Sherman.

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 3rd day of September, 2024.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

APPROVED AS TO FORM AND CONTENT:

BY: Aliceson Cotton
~~**RYAN D PITTMAN**~~, **CITY ATTORNEY**
Aliceson Cotton

CITY OF SHERMAN
INVESTMENT POLICY
September 3, 2024

1.0 Policy

It is the policy of the City of Sherman, Texas, ("City") to invest public funds in a manner which will provide the safest and most liquid opportunity with the highest investment return while meeting the daily cash flow demands of the City and conforming to the statutes governing the investment of public funds. This policy serves to satisfy the statutory requirements of defining and adopting a formal investment policy. The policy and strategy shall be reviewed by the Investment Committee and the City Council annually. Any modifications will be formally approved by the City Council. This investment policy, as approved, is in compliance with the provisions of the Public Funds Investment Act of the Texas Government Code Chapter 2256 (PFIA).

2.0 Scope

This policy applies to all aspects of investing the financial assets of the City. These funds are accounted for in the City's Annual Comprehensive Financial Report and include: General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Enterprise Funds, Trust and Agency Funds, and any new fund created by legislative body, unless specifically exempted or excluded. To maximize investment earnings, funds will be pooled and earnings allocated to the various funds based on their balances and in accordance with generally accepted accounting principles.

This policy shall not govern funds which are managed under separate investment programs in accordance with Section 2256.004 of the Public Funds Investment Act. Such funds currently include the Perpetual Care Cemetery and Mausoleum Fund, Deferred Compensation Fund and Bond Proceeds.

2.1 Perpetual Care Cemetery and Mausoleum Fund: This fund is governed by a trustee agreement and the provisions of Sections 712.021 - 712.029 of the Health and Safety Code. The investment decisions are the responsibility of the trustee. Therefore, this fund is excluded from this investment policy.

2.2 Deferred Compensation: The City's deferred compensation plan qualifies under Internal Revenue Service Section 457 and, therefore, is exempt from the Public Funds Investment Act and this policy.

2.3 Bond Proceeds: Funds received from the sale of general obligation bonds or certificates of obligation will be segregated and will be invested under a separate strategy.

3.0 Objectives

The following are the primary investment objectives of the City of Sherman, in order of priority:

3.1 Safety: Safety of principal is the foremost objective of the City of Sherman's investment

policy. Safety is defined as the undiminished return of the principal of the City's investments and deposits. Investment officers must have an adequate understanding of the suitability of individual investment instruments in light of the City's financial needs. This understanding is gained through experience of the investment officers and through training designed to increase the expertise of the investment officers.

3.2 Liquidity: Liquidity is important to ensure sufficient cash to meet all operating requirements. A liquid investment is one that can be easily and quickly converted into cash without a substantial loss of value.

3.3 Public Trust: All participants in the City's investment process shall perform their duties at the highest level of public trust. Investment officers shall avoid any transaction that might impair public confidence in the City's ability to govern effectively.

3.4 Yield: For the City of Sherman, the yield objective is secondary to those of safety and liquidity. Yield is defined as the rate of annual income return on an investment, expressed as a percentage. The one-year Constant Maturity Treasury rate or other Treasury-based rate which corresponds to the approximate weighted average of the portfolio will be a benchmark to promote a better understanding of portfolio performance.

4.0 Standards of Care

Persons who act in good faith and in compliance with this policy shall be relieved of any personal liability arising from the investment activities of the City of Sherman.

4.1 Prudence: Investments shall be made with judgment and care, under prevailing circumstances that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration: (1) the investment of all funds under the City's control over which the officer had responsibility rather than a consideration as to the prudence of a single investment; (2) whether the investment decision was consistent with this written investment policy of the City of Sherman; and (3) whether the decision might have impaired public confidence in the City's ability to govern effectively.

4.2 Ethics: Investment officers shall refrain from any activity that conflicts, or appears to conflict, with the officer's proper execution of the investment program or which could impair the officer's ability to make impartial investment decisions.

4.3 Conflicts of Interest: Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of investment programs, or which could impair their ability to make impartial investment decisions. Employees and investment officers shall disclose to the Texas Ethics Commission and the City Manager, and the City Manager discloses to the City Council if:

a) The officer has a personal business relationship with a business organization offering to engage in an investment transaction with the City; or

b) The officer is related within the second degree by affinity or consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to transact investment business with the City.

4.4 Delegation of Authority: As originally granted by Resolution 3230, dated September 11, 1995, and modified by Resolution 5953 on April 6, 2015, the daily operation and management of the City of Sherman's investments are the responsibility of the following persons:

a) Investment Officers: The City Manager shall name two investment officers from among the employees with the following job titles: City Manager, Chief Financial Officer and Controller. The investment officers are authorized to deposit, withdraw, invest, transfer, or manage in any other manner, funds of the City of Sherman. Investments officers must disclose any business or personal relationships with business organizations offering to engage in an investment transaction with the City according to Section 2256.005.

b) Investment Committee: The Investment Committee shall consist of the City Manager and two members of the City Council as appointed by the Council. The committee shall annually approve the list of approved brokers, dealers and financial institutions, review and approve revisions to this policy, recommend investment strategies within this policy, and monitor investment results, controls, and compliance with this policy. The approved list of brokers, dealers and financial institutions is in Appendix B.

c) Other Investment Authorizations: The Financial Services Specialists, Accountants and the Chief Accountant are also authorized to deposit funds into the bank depository.

4.5 Quality and Capability of Investment Management: Recognizing that the investment officers of the City have many other duties and that they may lack formal education in investing, this policy allows the City to use only the more basic and easily understood types of investments available to local governments.

4.6 Training of Investment Officers: Investment training is required for all investment officers of the City. Within 12 months after assuming duties, each investment officer must complete initial training of at least 10 hours of instruction relating to the investment officer's respective responsibilities under the PFIA. Thereafter, each investment officer must attend an investment training session not less than once in a two-year period beginning on October 1st and receive not less than eight hours of instruction relating to investment responsibilities under the PFIA. Investment training sessions must be provided by approved sources which include the Government Finance Officers Association (GFOA), the Governmental Finance Officers Association of Texas (GFOAT), the Government Treasurers' Organization of Texas (GTOT), the University of North Texas Center for Public Management, and the Texas Municipal League.

5.0 Strategies

The investment strategy is the logical product of the investment objectives. As such, it emphasizes low credit risk, diversification, and the management of maturities. The strategy also takes into

account the expertise and time constraints of the investment officers. The allowable investments listed in Section 7 of this policy reflect the avoidance of credit risk. Diversification refers to dividing investments among a variety of securities offering independent returns. The management of maturities refers to structuring the maturity dates of the direct investments so that, while funds are initially invested for a longer period of time, some investments mature at regularly-recurring intervals.

A basic strategy governs the investment of all funds under this policy. A separate strategy applies to the investment of bond proceeds.

5.1 Depository Bank: Funds at the depository bank are to be managed to a level that minimizes the cost of the relationship to the City. In instances where the depository contract allows for the payment of fees by maintaining balances at the depository, every effort is to be made to minimize the amount of money held at the depository in excess of that needed to compensate the bank for its services. Concerns about safety are to be addressed by the pledging requirements of the depository, in accordance with state law. This strategy specifies that sufficient funds to support daily operations are maintained in the depository bank, but that any funds in excess of that are held to a minimum. In accordance with the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), the City will require that the bank's board of directors or a designated committee approve the depository agreement, including the pledge of collateral to secure with bank's obligations with respect to the deposits maintained at the bank by the City.

5.2 Other Financial Institutions: The City may invest in certificates of deposit with maturities of five years or less with a bank other than the Depository Bank. A laddered maturity strategy is used for these instruments and only funds whose expenditure is not anticipated during the term of the certificate are invested.

5.3 Investment Pools: An investment pool is an entity created to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are safety, liquidity, and yield. Funds are usually available from investment pools on a next day basis, meaning the pools have a high degree of liquidity. Because of the size and expertise of their staffs, investment pools are able to prudently invest in a variety of the investment types allowed by state law. In this manner, investment pools achieve diversification. Funds that may be needed on a short-term basis but that are in excess of the amount maintained at the depository bank are available for deposit in investment pools.

5.4 Federal Deposit Insured Corporation (FDIC) Insured Investment Accounts: FDIC insured investments are interest bearing deposit accounts which meet public funds investment objectives of safety, liquidity and yield, similar to investment pools. Accounts are subject to FDIC regulations which enable depositors to obtain FDIC insurance coverage. Funds are usually available on a next day basis, meaning they have a high degree of liquidity. Deposits are aggregated with other deposit sources. There is no market risk (par value--dollar in/dollar out) and yields are typically higher than other short term investments. Funds that may be needed on a short-term basis but that are in excess of the amount maintained at the depository bank are available for deposit in FDIC insured investment accounts.

5.5 Direct Investments: The City of Sherman purchases securities of the U.S. Treasury, U.S. Agencies, and direct obligations of this state, its agencies, counties, cities and other political

subdivisions in the secondary market and in the primary market in the case of new issue offerings. For purposes of this policy, the term "U. S. Agencies" shall include obligations, including letters of credit, of the United States or its agencies and instrumentalities. The City employs a laddered maturity strategy for these instruments. With that method, some investments reach maturity at regularly-recurring intervals, enhancing liquidity. The investment officers must give consideration to the over-all liquidity of the portfolio before making a direct investment. Additionally, the City occasionally purchases a U. S. Treasury or Agency security with maturities as long as five years. See Section 5.6 below.

5.6 Hold until Maturity: The strategy of the City is to maintain enough liquidity in its portfolio that it never needs to sell a security. This will protect the principal of the investment against market risk. Should it become necessary to sell a security prior to maturity, the prior written consent of the City Manager must be obtained.

5.7 Investment of Reserve Funds: Up to one-third of the funds held in reserve are available for investment in Treasury or Agency securities with remaining maturities up to five years.

5.8 Separate Strategy for Bond Proceeds: Proceeds from the sale of general obligation bonds or certificates of obligation will be segregated from the other investments of the City. The basic intent is to match the availability of funds to the cash requirements of the capital projects. Therefore, the maturity limits of Section 7.8 do not apply. The following investments are available for this strategy: treasury securities, demand deposits, certificates of deposit, FDIC insured investment accounts and investment pools. Ten percent of anticipated costs of the projects must be kept in demand deposits or pooled investments to cover unanticipated cash demands. The remaining proceeds are to be invested so as to match anticipated demands for cash. Except for the requirement for demand deposits or investment pools above, there is no restriction on the percentage of the bond proceeds that may be invested in any authorized investment vehicle.

6.0 Authorized Financial Dealers and Institutions

6.1 Approved List of Investment Service Providers: All banking services will be governed by the depository contract. In addition, the Chief Financial Officer shall maintain a list of security brokers, dealers, financial institutions, and investment pools that are authorized by the Investment Committee and the City Council. To be eligible to be approved to do business with the City of Sherman, a seller of securities or financial institution must be a primary dealer, a regional dealer that qualifies under SEC Rule 15C3-1, be regulated by Federal banking authorities, or an investment pool that meets all the requirements of state law. More details on investment pool qualifications are listed in Section 7.4. Annually, the Investment Committee must review, revise and adopt a list of qualified brokers and financial institutions that are authorized to engage in investment transactions with the City. The approved list of financial institutions and broker/dealers can be found in Appendix B.

6.2 Acknowledgment of Investment Policy: A written copy of this investment policy shall be presented to any person or firm seeking to sell to the City any investment. A qualified representative of the business organization seeking to sell an investment shall execute a written instrument substantially to the effect that the registered principal has: (1) received and thoroughly reviewed the City's investment policy; and (2) acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment

activities arising out of investment transactions conducted between the City and the organization. The City's investment officers are expressly prohibited from buying any security from a person or firm which has not delivered a document that complies with the requirements of this section of the City's investment policy.

7.0 Authorized Investments, Including Diversification Limits and Maximum Maturities

Following is a list of investments that are authorized by this policy for inclusion in the City of Sherman's portfolio of investments. Also shown are the target and maximum percentages (portfolio cap) of that type of security and the maximum maturity that is allowable.

7.1 Certificates of Deposit: These investments are permitted if invested through a broker or depository institution that has its main office or a branch office in this state and is eligible under Section 2256.010 of the Public Funds Investment Act.

7.2 Obligations of the United States Treasury: United States Treasury Bills, Notes and Bonds are authorized investments of the City of Sherman. For purposes of collateral against the City's investments, the maximum length of remaining maturity may be fifteen years, as long as the total market value of the securities pledged against the City's investments always exceeds those investments.

7.3 Obligations of Agencies or Instrumentalities of the United States: United States Agency securities or other obligations, are authorized investments of the City provided that they are unconditionally guaranteed or insured by, or backed by the full faith and credit of the United States or its respective agencies and instrumentalities. For purposes of collateral against the City's investments, the maximum length of remaining maturity may be fifteen years, as long as the total market value of the securities pledged against the City's investments always exceeds those investments.

7.4 Investment Pools: Public funds investment pools which have been created to function as a money market mutual fund are authorized investments of the City provided that they meet the following criteria: (1) they are continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service; (2) they mark their portfolio to market daily; (3) they maintain a stable net asset value of no less than .995 and no more than 1.005; (4) they limit their investments to those allowable to local governments by state law; and, (5) they meet or exceed the initial and monthly disclosure requirements of applicable state law. Deposits in investment pools that contain commercial paper are not authorized.

7.5 Federal Deposit Insurance Corporation (FDIC) Insured Investment Accounts: Interest bearing deposit accounts subject to FDIC regulations are authorized investments of the City provided they meet the following criteria: (1) the funds are invested through a broker or depository institution that has its main office or a branch office in this state and is eligible under Section 2256.010 of the Public Funds Investment Act; and (2) the balances are maintained at or below levels which qualify for FDIC insurance coverage.

7.6 Repurchase Agreements; Bankers' Acceptances: These investment options are authorized for the City of Sherman only to the extent that they are contained in the portfolios of approved public funds investment pools in which the City invests. The direct investment in repurchase

agreements and bankers' acceptances by the City of Sherman is not authorized. However, indirect investment in repurchase agreements by the City's depository under a sweep arrangement is allowable for purposes of this policy.

7.7 Direct Obligations of this State, its agencies, Counties, Cities and other political subdivisions: State agency means an office, department, commission, board or other agency that is part of any branch of state government, an institution of higher education, and any nonprofit corporation acting on behalf of any of those entities rated no lower than A or at an equivalent rating by at least one nationally recognized rating service.

7.8 Diversification Limits and Maximum Maturities: The City will diversify the portfolio at all times to ensure the reduction of risk while still maintaining reasonable rates of return and ensuring an adequate amount of liquidity. With the exception of authorized pools and FDIC insured investment accounts, no more than 50% of the total investment portfolio will be invested in a single security type, such as U.S. Agencies, U.S. Treasuries, obligations of the State of Texas and its subdivisions, Certificates of Deposits, etc.

The City will not invest in securities maturing more than five years from the date of purchase. The maximum average dollar-weighted maturity shall be 500 days.

8.0 Prohibited Securities

8.1 Allowed by State Law but Prohibited by This Policy: The following instruments are eligible for investment by local governments according to state law, but have been intentionally prohibited for the City by this policy: collateralized mortgage obligations; obligations of other states and their agencies, counties, cities, and other political subdivisions; bonds issued by the State of Israel; securities lending programs; guaranteed investment contracts; mutual funds; commercial paper; and investment pools except those pools which are created to function as money market mutual funds. This prohibition is in view of the time constraints on and the expertise level of the investment officers.

8.2 Expressly Prohibited by State Law and This Policy: The following securities are expressly prohibited by state law and this policy: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjust opposite to the changes in a market index (inverse floaters).

9.0 Collateralization

In accordance with Chapter 2257 of the Texas Government Code and the depository contract, all demand deposits and all time deposits will be collateralized by the pledging of investment securities or by letters of credit from Federal Home Loan Bank. If securities are used as collateral, the Finance Director or designee must approve the security prior to its pledging. Pledged securities shall always be held by a third party and evidenced by a current safekeeping receipt.

10.0 Safekeeping

All investment transactions entered into by the City, other than those with investment pools, certificates of deposit and FDIC insured investment accounts, shall be conducted on a delivery-versus-payment basis. Securities shall be held by a third party custodian and evidenced by current safekeeping receipts.

11.0 Internal Control

The Chief Financial Officer shall establish a system of internal controls designed to prevent the loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions. The system shall contain, but is not limited to, the following items:

11.1 Competitive Bids: Generally, securities will be purchased using competitive offerings. The Chief Financial Officer or designee shall make their best effort to obtain at least three offers from firms listed on the approved list of brokers and dealers. Offers shall be in writing and may be delivered to the City in person, or by fax or email. The award shall be on the basis of the best value to the City. Records of the offers and award shall be maintained by the Chief Financial Officer or designee.

The City recognizes that a competitive offering process is not always necessary or is not always in the best interest of the City. Accordingly, new issue offerings may be purchased directly from an approved broker/dealer in the primary market.

11.2 Delivery-Versus-Payment: The safekeeping agent must receive all investments, other than investment pool funds, certificates of deposit and FDIC insured investment accounts, before funds are released for their purchase.

11.3 Compliance Audit: In conjunction with its annual financial audit, the City shall require a compliance audit of management controls on investments and adherence to this policy.

11.4 Collateral: Evidence of pledged collateral shall be maintained by the Chief Financial Officer or designee. Collateral shall be reviewed weekly to assure that the market value of the pledged securities is adequate.

11.5 Other Components: Internal control shall address separation of transaction authority from accounting and recordkeeping, clear delegation of authority to subordinate staff members, and written confirmation of transaction for investments and wire transfers.

Other sections of this policy contain aspects of internal control procedures. These include holding securities until maturity, providing adequate training for all investment officers, requiring vendors to meet minimum qualifications before selling securities to the City, disclosing personal or business relationships between investment officers and vendors, and regular reporting of investments to the City Council.

12.0 Valuation

The market value of each investment in the City's portfolio will be calculated quarterly, on the following basis:

12.1 Investment Pools: Monthly statements are received from the investment pools which show the amount on deposit and the market value of the pool as a percentage of the book value. The market value of the investment pools will be the product of these two figures.

12.2 Treasury Notes: The market value of Treasury Notes will be obtained from the City's third-party securities custodian.

12.3 Treasury Bills: The market value of Treasury Bills will be obtained from the City's third-party securities custodian.

12.4 Agencies of the United States and the State of Texas: The market value of agency securities and direct obligations of this state, its agencies, counties, cities and other political subdivisions will be obtained from the City's third-party securities custodian.

13.0 Credit Ratings

The credit rating of each investment in the City's portfolio will be determined quarterly from Standard and Poor's, Moody's or other nationally recognized rating agencies. All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

14.0 Performance Standards

For each of the City's investment objectives, following are the performance standards:

14.1 Safety: All investment principal is maintained.

14.2 Liquidity: Sufficient cash is maintained or can be generated to pay all current obligations without selling direct securities or incurring loss of principal.

14.3 Yield: Yield on the portfolio of City funds, excluding demand deposits at the bank depository, should approximate the Treasury-based yield having similar weighted-average maturities.

15.0 Reporting

No less than quarterly, the investment officers shall prepare, sign, and present to the City Council a report of the City's investments in compliance with section 2256.023 of the Public Funds Investment Act.

16.0 Investment Policy Adoption and Revision

The City Council shall adopt the written investment policy by resolution. Annually the City Council shall review the investment policy and strategy. Revisions to the policy shall be made by City Council resolution.

APPENDIX A

GLOSSARY OF COMMON TREASURY TERMINOLOGY

Agencies: Federal agency securities.

Amortized cost: Cost of investments adjusted for amortized premiums and discounts.

Asked: The price offered for securities.

Bid: The price offered by a buyer of securities.

Book value: A term synonymous with amortized cost.

Broker: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

Certificate of Deposit (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

Collateral: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Commercial Paper (CP): An unsecured short-term promissory note issued by corporations, with maturities ranging from 2-270 days.

Coupon: (a) the annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

Credit Risk: The risk of loss of principal and interest due to a failure of the security or broker.

Dealer: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Debenture: A bond secured only by the general credit of the issuer.

Delivery versus Payment: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt (also called free). Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

Discount: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

Discount Securities: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury bills.

Diversification: Dividing investment funds among a variety of securities offering independent returns.

Federal Credit Agencies: Agencies of the Federal government set up to supply credit to various classes of institutions

and individuals, e.g., small business firms, students, farmers, farm cooperatives, and exporters.

Federal Deposit Insurance Corporation (FDIC): A federal agency that insures bank deposits, currently up to $250,000 per deposit.

Federal Funds Rate: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

Federal Home Loan Banks (FHLB): The institutions that regulate and lend savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-a-vis member commercial banks.

Federal National Mortgage Association (FNMA): FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development, H.U.D. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

Federal Open Market Committee (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open-market as a means of influencing the volume of bank credit and money.

Federal Reserve System: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C. 12 regional banks and about 5,700 commercial banks that are members of the system.

Government National Mortgage Association (GNMA or Ginnie Mae): Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government, Ginnie Mae securities are backed by FHA, VA or FMHM mortgages. The term pass-through is often used to describe Ginnie Maes.

Laddered Portfolio: Investment portfolio with securities in each maturity range (e.g. monthly) over a specified period of time.

Liquidity: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

Local Government Investment Pool (LGIP): The aggregate of all funds from political subdivisions that are placed in custody for investment and reinvestment.

Market Risk: The risk that the market value and interest earnings of an investment or a portfolio will fall due to changes in general interest rates.

Market Value: The price at which a security is trading and could presumably be purchased or sold.

Master Repurchase Agreement: To protect investors, many public investors will request that repurchase agreements be preceded by a master repurchase agreement between the investor and the financial institution or dealer. The master agreement should define the nature of the transaction, identify the relationship between the parties, establish normal practices regarding ownership and custody of the collateral securities during the term of the investment, provide remedies in the case of default by either party and clarify issues of ownership. The master repurchase agreement protects the investor by eliminating the uncertainty of ownership and hence, allowing investors to liquidate collateral if a bank or dealer defaults during the term of the agreement.

Maturity: The date upon which the principal or stated value of an investment becomes due and payable.

Money Market: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

Offer: The price asked by a seller of securities.

Open Market Operations: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

Portfolio: Collection of securities held by an investor.

Primary Dealer: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks and a few unregulated firms.

Prudent Person Rule: An investment standard. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Qualified Public Depositories: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes

under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

Rate of Return: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Repurchase Agreement (RP or REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is, increasing bank reserves.

Safekeeping: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

Secondary Market: A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities & Exchange Commission: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

Treasury Bills: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months or one year.

Treasury Bonds: Long-term U.S. Treasury securities having initial maturities of more than ten years.

Treasury Notes: Intermediate term coupon bearing U.S. Treasury securities having initial maturities from one to ten years.

Unrealized Gains (Losses): Increases (decreases) in the value of investments representing the difference between the amortized cost of the investments and their current market value. Increases (decreases) in value are caused primarily by changes in market interest rates subsequent to purchasing investments.

Weighted Average Rate of Return: Rate of return calculated based on interest earnings and the length of actual holding for each individual security.

Yield: The rate of annual income return on an investment, expressed as a percentage. (a) **Income Yield** is obtained by dividing the current dollar income by the current market price of the security. (b) **Net Yield** or **Yield to Maturity** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

Yield: The rate of annual income return on investment, expressed as a percentage.

APPENDIX B

APPROVED LIST OF BROKER/DEALERS AND FINANCIAL INSTITUTIONS

Local Government Investment Pools:

TexPool
Houston, TX

TexStar
Dallas, TX

TexasTERM
Austin, TX

Depository Bank:

Simmons Bank
Sherman, TX

Other Financial Institutions:

BOK Financial Securities, Inc.
Sherman, TX

Brokers/Dealers:

FHN Financial Capital Markets, Inc.
Houston, TX

Hilltop Securities, Inc.
Dallas, TX

Investors Brokerage of Texas
Waco, TX

SAMCO Capital Markets, Inc.
Dallas, TX

Stifel Nicolaus & Co Inc.
Seattle, WA

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. J.4.

Meeting Date: 11/18/2024

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:
BOARD/COMMISSION APPOINTMENT
Tax Reinvestment Committee (2)

Issue:
Council Members Josh Stevenson and Henry Marroquin currently serve on the City's Tax Reinvestment Committee. Their terms expire in November 2024.

Background:
The mission of the Tax Reinvestment Committee is to promote the economic development of Sherman and the Grayson County area by serving as the review point for the tax reinvestment process.

Origination:
The appointments originated with the City Clerk's Office.

Financial Consideration:
There is no financial consideration.

Staff Recommendation:
It is recommended that the City Council consider appointments to the Tax Reinvestment Committee.

Alternatives:
The alternative is to delay the appointment of members to this Committee.

Attachments:
1. Tax Reinvestment Committee Roster

MEMBERSHIP ROSTER

TAX REINVESTMENT COMMITTEE **LENGTH OF TERMS:** One Year per By-Laws

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Josh Stevenson	2	A 11/21/2017	11/2018	1	Sherman Council Member Voting Member
		R 11/20/2018	11/20/2019	2	
		R 11/19/2019	11/2020	3	
		R 11/17/2020	11/2021	4	
		R 11/16/2021	11/2022	5	
		R 11/21/2022	11/2023	6	
		R/11/19/2023	11/2024	7	
Henry Marroquin	3	A 11/16/2021	11/2022	1	Sherman Council Member Voting Member
		R 11/21/2022	11/2023	2	
		R 11/19/2023	11/2024	3	

NOTE: Two (2) Council Members are appointed to this committee.
There are also two Grayson County Members, two Grayson College Members, and two SISD Members
Both SISD Members are Non-Voting Members and are eligible to vote for chairman only

CITY STAFF: Robby Hefton, City Manager

Revised 12/21/2023

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. J.5.

Meeting Date: 11/18/2024

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:
BOARD/COMMISSION APPOINTMENT
Tax Increment Financing Board #2 (3)

Issue:
Mayor David Plyler and Council Members Pam Howeth and Daron Holland currently serve on the City's Tax Increment Financing Board #2. Their terms expire in November 2024.

Background:
The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number Two. TIF Zone Number Two is comprised of the Central Business District and an area to the north of the District.

Origination:
The appointments originated with the City Clerk's Office.

Financial Consideration:
There is no financial consideration.

Staff Recommendation:
It is recommended that the City Council consider appointments to the Tax Increment Financing Board #2.

Alternatives:
The alternative is to delay the appointment of members to this Board.

Attachments:
1. Tax Increment Financing Board #2 Roster
2. Tax Increment Financing Board #2 Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT FINANCING BOARD #2

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Pam Howeth	3	A 11/21/2017	11/2018	1	Council Member
		R 11/20/2018	11/2019	2	
		R 11/19/2019	11/2020	3	
		R 11/17/2020	11/2021	4	
		R 11/16/2021	11/2022	5	
		R 11/21/2022	11/2023	6	
		R 11/19/2023	11/2024	7	
Daron Holland	4	A 11/21/2017	11/2018	1	Council Member
		R 11/20/2018	11/2019	2	
		R 11/19/2019	11/2020	3	
		R 11/17/2020	11/2021	4	
		R 11/16/2021	11/2022	5	
		R 11/21/2022	11/2023	6	
		R 11/19/2023	11/2024	7	
David Plyler	4	A 11/22/2011	11/2012	1	Council Member
		R 11/20/2012	11/2013	2	
		R 11/19/2013	11/2014	3	
		R 11/18/2014	11/2015	4	
		R 12/8/2015	11/2016	5	
		R 11/22/2016	11/2017	6	
		R 11/21/2017	11/2018	7	
		R 11/20/2018	11/2019	8	
		R 11/19/2019	112020	9	
		R 11/17/2020	11/2021	10	
		R 11/16/2021	11/2022	11	
		R 11/21/2022	11/2023	12	
		R 11/19/2023	11/2024	13	
				14	
Robby Hefton	n/a				City Manager
Mary Lawrence	n/a				Chief Financial Officer

NOTE:

CITY STAFF: Robby Hefton, City Manager
Revised 12/21/2024

FACT SHEET

TAX INCREMENT FINANCING BOARD #2

Established by ORDINANCE 5347 – NOVEMBER 7, 2005

1. **Number of Members: FIVE**
2. **Term of Appointment: REVIEW ANNUALLY**
3. **Consecutive Term Rule: N/A**
4. **Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER, AND ASSISTANT CITY MANAGER**
5. **Appointed by: MAYOR AND CITY COUNCIL**
6. **Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAT FOR THE SHERMAN TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER TWO**
7. **Departmental Responsibility: CITY MANAGER**
8. **Meeting Date: CALLED AS NECESSARY**
9. **Attendance Requirements: N/A**

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PURPOSE:
The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Financing Reinvestment Zone Number Two.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. J.6.

Meeting Date: 11/18/2024

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:
BOARD/COMMISSION APPOINTMENT
Tax Increment Reinvestment Zone #5 Board (3)

Issue:
Mayor David Plyler, Council Member Josh Stevenson, and former Deputy Mayor Shawn Teamann currently serve on the City's Tax Increment Reinvestment Board #5. Their terms expire in November 2024.

Background:
The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Five. TIRZ Number Five covers the area northwest of the intersection of U.S. Highway 75 and FM 1417 (Heritage Parkway), referred to as the Sherman Crossroads.

Origination:
The appointments originated with the City Clerk's Office.

Financial Consideration:
There is no financial consideration.

Staff Recommendation:
It is recommended that the City Council consider appointments to the Tax Increment Reinvestment Zone #5.

Alternatives:
The alternative is to delay the appointment of members to this Board.

Attachments:
1. Tax Increment Reinvestment Zone #5 Roster
2. Tax Increment Reinvestment Zone Board #5 Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT REINVESTMENT ZONE #5

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
David Plyler	4	A 5/2/2017 R 11/21/2017 R 11/20/2018 R 11/19/2019 R 11/17/2020 R 11/16/2021 R 11/21/2022 R 11/19/2023	11/2017 11/2018 11/2019 11/2020 11/2021 11/2022 11/2023 11/2024	1 2 3 4 5 6 7 8	Mayor
Josh Stevenson	2	A 11/20/2018 R 11/19/2019 R 11/17/2020 R 11/16/2021 R 11/21/2022 R 11/19/2023	11/2019 11/2020 11/2021 11/2022 11/2023 11/2024	1 2 3 4 5 6	Council Member
Shawn Teamann	1	A 5/2/2017 R 11/21/2017 R 11/20/2018 R 11/19/2019 R 11/17/2020 R 11/16/2021 R 11/21/2022 R 11/21/2023	11/2017 11/2018 11/2019 11/2020 11/2021 11/2022 11/2023 11/2024	1 2 3 4 5 6 7 8	Council Member
Robby Hefton	n/a				City Manager

NOTE:

CITY STAFF: Robby Hefton, City Manager
Revised 12/21/2023

FACT SHEET

TAX INCREMENT REINVESTTEMENT ZONE BOARD #5

Established by ORDINANCE 6010 – FEBRUARY 20, 2017

1. **Number of Members: FIVE**
2. **Term of Appointment: REVIEW ANNUALLY**
3. **Consecutive Term Rule: N/A**
4. **Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER**
5. **Appointed by: MAYOR AND CITY COUNCIL**
6. **Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAN FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER FIVE**
7. **Departmental Responsibility: CITY MANAGER**
8. **Meeting Date: CALLED AS NECESSARY**
9. **Attendance Requirements: N/A**

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PURPOSE:
The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Five.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. J.7.

Meeting Date: 11/18/2024

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:
BOARD/COMMISSION APPOINTMENT
Tax Increment Reinvestment Zone #6 Board (3)

Issue:
Mayor David Plyler, and Council Members Pam Howeth and Josh Stevenson currently serve on the City's Tax Increment Reinvestment Board #6. Their terms expire in November 2024.

Background:
The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Six. TIRZ Number Six covers the area on the southwest and southeast corners of the intersection of U.S. Highway 75 and F.M. 691.

Origination:
The appointments originated with the City Clerk's Office.

Financial Consideration:
There is no financial consideration.

Staff Recommendation:
It is recommended that the City Council consider appointments to the Tax Increment Reinvestment Zone #6.

Alternatives:
The alternative is to delay the appointment of members to this Board.

Attachments:
1. Tax Increment Reinvestment Zone #6 Roster
2. Tax Increment Reinvestment Zone Board #6 Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT REINVESTMENT ZONE #6

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
David Plyler	4	A 5/2/2017	11/2017	1	Mayor
		R 11/21/2017	11/2018	2	
		R 11/20/2018	11/2019	3	
		R 11/19/2019	11/2020	4	
		R 11/17/2020	11/2021	5	
		R 11/16/2021	11/2022	6	
		R 11/21/2022	11/2023	7	
		R 11/19/2023	11/2024	8	
Pam Howeth	3	A 5/2/2017	11/2017	1	Council Member
		R 11/21/2017	11/2018	2	
		R 11/20/2018	11/2019	3	
		R 11/19/2019	11/2020	4	
		R 11/17/2020	11/2021	5	
		R 11/16/2021	11/2022	6	
		R11/21/2022	11/2023	7	
		R 11/19/2023	11/2024	8	
Josh Stevenson	2	A 11/21/2017	11/2018	1	Council Member
		R 11/20/2018	11/2019	2	
		R 11/19/2019	11/2020	3	
		R 11/17/2020	11/2021	4	
		R 11/16/2021	11/2022	5	
		R 11/21/2022	11/2023	6	
		R 11/19/2024	11/2024	7	
Robby Hefton	n/a				City Manager

NOTE:

CITY STAFF: Robby Hefton, City Manager
Revised 12/21/2023

FACT SHEET

TAX INCREMENT REINVESTTEMENT ZONE BOARD #6

Established by ORDINANCE 6011 – FEBRUARY 20, 2017

1. **Number of Members: FIVE**
2. **Term of Appointment: REVIEW ANNUALLY**
3. **Consecutive Term Rule: N/A**
4. **Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER**
5. **Appointed by: MAYOR AND CITY COUNCIL**
6. **Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAN FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER SIX**
7. **Departmental Responsibility: CITY MANAGER**
8. **Meeting Date: CALLED AS NECESSARY**
9. **Attendance Requirements: N/A**

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PURPOSE:
The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Six.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. J.8.

Meeting Date: 11/18/2024

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:
BOARD/COMMISSION APPOINTMENT
Tax Increment Reinvestment Zone #7 Board (3)

Issue:
Mayor David Plyler, and Council Members Pam Howeth, Daron Holland, Josh Stevenson, and Juston Dobbs currently serve on the City's Tax Increment Reinvestment Zone #7. Their terms expire in November 2024.

Background:
The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Seven. TIRZ Number Seven encompasses the southeast corner of U.S. Highway 75 and F.M. 1417, and includes approximately 300 acres, including the Legacy Village and Bel Air Village developments.

Origination:
The appointments originated with the City Clerk's Office.

Financial Consideration:
There is no financial consideration.

Staff Recommendation:
It is recommended that the City Council consider appointments to the Tax Increment Reinvestment Zone #7.

Alternatives:
The alternative is to delay the appointment of members to this Board.

Attachments:
1. Tax Increment Reinvestment Zone #7 Roster
2. Tax Increment Reinvestment Zone Board #7 (ID 367839) - Fact Sheet - February 2024

MEMBERSHIP ROSTER

TAX INCREMENT REINVESTMENT ZONE #7

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
David Plyler	4	A 12/5/2017	11/2018	1	Mayor
		R 11/20/2018	11/2019	2	
		R 11/19/2019	11/2020	3	
		R 11/17/2020	11/2021	4	
		R 11/16/2021	11/2022	5	
		R 11/21/2022	11/2023	6	
		R 11/19/2023	11/2024	7	
Pam Howeth	3	A 12/5/2017	11/2018	1	Council Member
		R 11/20/2018	11/2019	2	
		R 11/19/2019	11/2020	3	
		R 11/17/2020	11/2021	4	
		R 11/16/2021	11/2022	5	
		R 11/21/2022	11/2023	6	
		R 11/19/2023	11/2024	7	
Daron Holland	4	A 12/5/2017	11/2018	1	Council Member
		R 11/20/2018	11/2019	2	
		R 11/19/2019	11/2020	3	
		R 11/17/2020	11/2021	4	
		R 11/16/2021	11/2022	5	
		R 11/21/2022	11/2023	6	
		R 11/19/2023	11/2024	7	
Josh Stevenson	2	A 2/20/2024	11/2024	1	Council Member
Juston Dobbs	4	A 2/20/2024	11/2024	1	Council Member
Grayson County Representative					
State Senator					Drew Springer
State Representative					Reggie Smith
Robby Hefton	n/a				City Manager

NOTE:

CITY STAFF: Robby Hefton, City Manager
Revised 2/23/2024

FACT SHEET

TAX INCREMENT REINVESTTEMENT ZONE BOARD #7

Established by RESOLUTION 6301 – NOVEMBER 20, 2017

1. **Number of Members: NINE**
2. **Term of Appointment: REVIEW ANNUALLY**
3. **Consecutive Term Rule: N/A**
4. **Qualifications for Membership: FIVE CITY COUNCIL POSITIONS, CITY MANAGER, ONE REPRESENTATIVE FROM GRAYSON COUNTY, STATE SENATOR, STATE REPRESENTATIVE**
5. **Appointed by: MAYOR AND CITY COUNCIL**
6. **Board Organization TO MAKE RECOMMENDATIONS FOR THE ADMINISTRATION OF TAX CODE CHAPTER 311 IN SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER SEVEN**
7. **Departmental Responsibility: CITY MANAGER**
8. **Meeting Date: CALLED AS NECESSARY**
9. **Attendance Requirements: N/A**

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PURPOSE:
The Board shall make recommendations to the City Council concerning the administration of Tax Code Chapter 311.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. J.9.

Meeting Date: 11/18/2024

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:
BOARD/COMMISSION APPOINTMENT
Tax Increment Reinvestment Zone #8 Board (3)

Issue:
Council Members Josh Stevenson, Juston Dobbs, and Henry Marroquin currently serve on the City's Tax Increment Reinvesttment Zone #8. Their terms expire in November 2024.

Background:
The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Eight. TIRZ Number Eight encompasses Heritage Ranch Residential (east side) along Hwy 82 and Between Plainview Road and Travis Street.

Origination:
The appointments originated with the City Clerk's Office.

Financial Consideration:
There is no financial consideration.

Staff Recommendation:
It is recommended that the City Council consider appointments to the Tax Increment Reinvestment Zoine #8.

Alternatives:
The alternative is to delay the appointment of members to this Board.

Attachments:
1. Tax Increment Reinvestment Zone #8 Roster
2. Tax Increment Reinvestment Zone Board #8 Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT REINVESTMENT ZONE #8

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Josh Stevenson		A 5/2/2022 R 11/21/2022 R 11/19/2023	11/2022 11/2023 11/2024	1 2 3	Council Member
Juston Dobbs		A 5/2/2022 R 11/21/2022 R 11/19/2023	11/2022 11/2023 11/2024	1 2 3	Council Member
Henry Marroquin		A 5/2/2022 R 11/21/2022 R 11/19/2023	11/2022 11/2023 11/2024	1 2 3	Council Member
		A 5/2/2022	11/2022	1	Grayson County Representative
Robby Hefton	n/a				City Manager

NOTE:

CITY STAFF: Robby Hefton, City Manager
Revised 12/21/2023

FACT SHEET

TAX INCREMENT REINVESTTEMENT ZONE BOARD #8

Established by Ordinance 6476

1. **Number of Members: FIVE**
2. **Term of Appointment: REVIEW ANNUALLY**
3. **Consecutive Term Rule: N/A**
4. **Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER, ONE GRAYSON COUNTY REPRESENTATIVE**
5. **Appointed by: MAYOR AND CITY COUNCIL**
6. **Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAN FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER EIGHT**
7. **Departmental Responsibility: CITY MANAGER**
8. **Meeting Date: CALLED AS NECESSARY**
9. **Attendance Requirements: N/A**

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PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Eight. The TIRZ #8 covers the area in Heritage Ranch Residential (East Side), along Hwy 82 and between Plainview Road and Travis Street.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. J.10.

Meeting Date: 11/18/2024

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:
BOARD/COMMISSION APPOINTMENT
Tax Increment Reinvestment Zone #9 Board (3)

Issue:
Council Members Josh Stevenson, Juston Dobbs, and Henry Marroquin currently serve on the City's Tax Increment Reinvestment Zone #9. Their terms expire in November 2024.

Background:
The Board approves the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Nine. TIRZ Number Nine encompasses Heritage Ranch Commercial (west side) along Hwy 82 and between Plainview Road and FM 1417 (Heritage Parkway).

Origination:
The appointments originated with the City Clerk's Office.

Financial Consideration:
There is no financial consideration.

Staff Recommendation:
It is recommended that the City Council consider appointments to the Tax Increment Reinvestment Zone #9.

Alternatives:
The alternative is to delay the appointment of members to this Board.

Attachments:
1. Tax Increment Reinvestment Zone #9 Roster
2. Tax Increment Reinvestment Zone Board #9 Fact Sheet

MEMBERSHIP ROSTER

TAX INCREMENT REINVESTMENT ZONE #9

LENGTH OF TERMS:
Term Limit: N/A

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Josh Stevenson		A 5/2/2022 R 11/21/2022 R 11/19/2023	11/2022 11/2023 11/2024	1 2 3	Council Member
Juston Dobbs		A 5/2/2022 R 11/21/2022 R 11/19/2023	11/2022 11/2023 11/2024	1 2 3	Council Member
Henry Marroquin		A 5/2/2022 R 11/21/2022 R 11/19/2023	11/2022 11/2023 11/2024	1 2 3	Council Member
		A 5/2/2022	11/2022	1	Grayson County Representative
Robby Hefton	n/a				City Manager

NOTE:

CITY STAFF: Robby Hefton, City Manager
Revised 12/21/2023

FACT SHEET

TAX INCREMENT REINVESTTEMENT ZONE BOARD #9

Established by Ordinance 6477

1. **Number of Members: FIVE**
2. **Term of Appointment: REVIEW ANNUALLY**
3. **Consecutive Term Rule: N/A**
4. **Qualifications for Membership: THREE CITY COUNCIL POSITIONS, CITY MANAGER, ONE GRAYSON COUNTY REPRESENTATIVE**
5. **Appointed by: MAYOR AND CITY COUNCIL**
6. **Board Organization TO APPROVE THE PROJECT PLAN AND FINANCING PLAN FOR THE SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER EIGHT**
7. **Departmental Responsibility: CITY MANAGER**
8. **Meeting Date: CALLED AS NECESSARY**
9. **Attendance Requirements: N/A**

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PURPOSE:

The Board shall approve the Project Plan and Financing Plan for the Sherman Tax Increment Reinvestment Zone Number Nine. The TIRZ #9 covers the area in Heritage Ranch Commercial (West Side), along Hwy 82 and between Plainview Road and FM 1417 (Heritage Parkway).

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. J.11.

Meeting Date: 11/18/2024

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:
BOARD/COMMISSION APPOINTMENT
Texoma Council of Governments Governing Body (1)

Issue:
Council Member Juston Dobbs currently serves as the City of Sherman's representative on the Texoma Council of Governments Governing Body. There is no term limit for service on this board. TCOG by-laws state that the Mayors of the serving cities will serve on the Governing Board, unless they choose to designate someone else to serve in their place. The City Council may review their appointment annually, after each City Council Election, to determine who their representative will be.

Background:
Texoma Council of Governments (TCOG) is a voluntary association of local governments in Cooke, Fannin, and Grayson Counties that work directly with citizens and local jurisdictions to improve and advance economic vitality and quality of life in Texoma. TCOG delivers various programs and services designed to support the health, welfare, and future of the citizens, the communities, and the region as a whole.

Origination:
The appointment originated with the City Manager's Office.

Financial Consideration:
There is no financial consideration.

Staff Recommendation:
It is recommended that the City Council consider an appointment to the Texoma Council of Governments Governing Body.

Alternatives:
The alternative is to delay the appointment.

Attachments:
1. TCOG Governing Board

Current Members

Governing Board

Ms. Edwina Lane
Fannin County Community Representative

President

Mr. Bryan E. Wilson
Grayson County Community Representative - Grayson County

Vice President

Honorable Ken Keeler
Councilmember, Ward 4 - City of Gainesville

Secretary / Treas.

Honorable Drew Springer
Texas State Senator, District 30 - Texas State Senate

Ex-Officio

Honorable Jim Atchison
Mayor - City of Van Alstyne

Dr. Lisa Bellows
Board of Regents - North Central Texas College

Honorable Nathan Caldwell
Mayor - City of Callisburg

Honorable Newt Cunningham
Judge - Fannin County

Honorable Juston Dobbs
Council-at-Large, Place #2 - City of Sherman

Mr. Brian Eaves
Trustee - Sam Rayburn ISD

Honorable Gayla Hawkins
Grayson County Treasurer - Grayson County

Honorable Scott Neu
Mayor - City of Lindsay

Honorable John Roane
Judge - Cooke County

Honorable Allen Sanderson
Councilman - City of Bonham

Honorable James Thorne
Council, Place 2 - City of Denison