

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COMMUNITY ROOM OF THE POLICE DEPARTMENT HEADQUARTERS
2600 W. TRAVIS
SHERMAN, TEXAS
MONDAY, DECEMBER 16, 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 HENRY MARROQUIN**
- A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF DECEMBER 2, 2024 AND THE CALLED CITY COUNCIL MEETING OF DECEMBER 9, 2024.**

Citizen Comments

B.1. CITIZEN COMMENTS

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

Consent Agenda

C.1. CONSENT AGENDA

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

Public Hearing

D.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6790

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 3.126 acres being part of the J.B. McAnair Survey, Abstract No. 763 and being all of Lot 4 of Replat of Lot 2R of McLain Addition, City Of Sherman, Grayson County, Texas, Located in the 2640 Block North Travis Street, Heretofore Zoned MF-30 (Multi Family Residential) District; Rezoning And Placing The Tract In The C-N (Neighborhood Commercial) District Zoning Classification, Freshpoint OZ Business, LLC (Owner), Ghader Mirak, Arris Design-Build, Inc (Representative/Architect) and Underwood Drafting & Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6791

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 8.441 acres being in the Smith McGlothlin Survey, Abstract No. 808 and the J.B. McAnair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas, Located at 2105 Texoma Parkway and 2030 Texoma Drive, Heretofore C-2 (General Commercial) District; Rezoning And Placing The Tract In The C-1 (Retail Business) District Zoning Classification, Grow Sherman Realty, LLC (Owner), Nilesh Golakia (Representative) and Bluestar Surveying, LLC (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6792

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow a Hotel or Motel in a C-1 (Retail Business) District, Located At 2105 Texoma Parkway and 2030 Texoma Drive, Consisting of 8.441 acres being in the Smith McGlothin Survey, Abstract No. 808 and the J.B. McAnair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas Grow Sherman Realty, LLC (Owner), Nilesh Golakia (Representative) and Bluestar Surveying, LLC (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6793

Repealing Ordinance No. 6535, and Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, Granting A Specific Use Permit To Allow Mini-Warehouse in a C-2 (General Commercial) District Located At 4312 and 4316 Texoma Parkway, Consisting of 12.125 acres being a part of the W.S. Patterson Survey, Abstract No. 969 and being all of Lots 1R and 2R in the Replat of Sidney Heights Additions and Lot 1, Replat of Part of Block Four of the Replat of Midway Mall, City Of Sherman, Grayson County, Texas 4312 Texoma Parkway, LP (Owner), Roderick Tatchio (Representative) and Preston Trail Land Surveying (Surveyor), Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.5. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6794

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 3.500 acres being part of the George Pilat Survey, Abstract No. 963 and the Preston Kitchen Survey, Abstract No. 667, City Of Sherman, Grayson County, Texas, Located in the 2000 Block South First Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-TH (Townhome Residential) District Zoning Classification, BELACOO, LLC (Owner), Jay Peskusi (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

D.6. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6795

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow an Automobile Repair, Body Work, or Painting in a C-2 (General Commercial) District, Located At 3100 Block Texoma Parkway, Consisting of 0.844 acres being in the Reuben Hendrix Survey, Abstract No. 504, City Of Sherman, Grayson County, Texas Sherman NEC Texoma & 82, LP (Owner), BACA Architecture (Representative) and Copley Land Surveying (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.7. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6796

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 5.693 acres being part of the J.B. McAnair Survey, Abstract No. 763 City Of Sherman, Grayson County, Texas, Located at 1909 Texoma Parkway, Heretofore Zoned M-1 (Light Manufacturing) District; Rezoning And Placing The Tract In The C-2 (General Commercial) District Zoning Classification, GDMR Enterprises Joint Venture (Owner) and Dean Gilbert, Jr. (Representative) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D.8. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6797

Authorizing the Issuance of "CITY OF SHERMAN, TEXAS, LIMITED TAX NOTES, SERIES 2025"; Specifying the Terms and Features of Such Notes; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Notes; and Resolving Other Matters Incident and Related Thereto, Including the Approval and Execution of a Paying Agent/Registrar Agreement and the Approval and Distribution of an Official Statement and Providing an Effective Date

D.9. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6798

Enlarging the Boundaries of Tax Increment Reinvestment Zone Number Five, City of Sherman, Texas, Established Pursuant to Chapter 311 of the Texas Tax Code, by Adding to the Zone Approximately 128 Acres of Land; Providing for Findings of Fact; Describing the Boundaries of the Area to be Added to the Zone; Providing Severability and Repealer Clauses and an Effective Date

Close Public Hearing and Consider Adoption of Ordinances

E.1. CLOSE PUBLIC HEARING

Consider Adoption of Ordinances 6790, 6791, 6792, 6793, 6794, 6795, 6796, 6797 & 6798

Resolutions

F.1. RESOLUTION NO. 7453

Authorizing Execution of a Second Amendment to the Professional Services Agreement with Huitt-Zollars, Inc. for Development Plan Reviews

F.2. * RESOLUTION NO. 7454

Approving U.S. Mobile Healthcare to Provide Ambulance Services in the City of Sherman, Texas

F.3. * RESOLUTION NO. 7455

Authorizing the Purchase of Computer Hardware from CDWG Purchased through the Texas DIR Contract DIR-CPO-4471 and Dell Held Texas DIR Agreement DIR-TSO-3763

F.4. * RESOLUTION NO. 7456

Authorizing Execution of a Software as a Service Agreement with AssetWorks, Inc. for Equipment Services Fleet Management system via the GSA contract.

Payment Authorization

G.1. * PAYMENT AUTHORIZATION

Authorizing payment of \$152,696 for renewal of Tyler Technologies, Inc annual software maintenance for Finance, Utility Billing, Court, and HR system.

Other Business

H.1. OTHER BUSINESS

Update from Noel Paramantham, TXDOT Paris District Engineer

H.2. * OTHER BUSINESS

Site Plan for Bel Air HOA Amenity Lot, being 0.937 acres being in the Sharrod Dunman Survey, Abstract No. 329 and currently in the Bel-Air Planned Development; Terra Perpetua, LLC and Bel-Air Village SFR, LLC (Owner), Studio 13 Design Group, Leonard Reeves (Representative) and Kimley-Horn and Associates, Inc. (Surveyor) (4300 Block Bel Air Boulevard)

H.3. * OTHER BUSINESS

Approval of the 2024 Ad Valorem Tax Roll Value and Tax Levy

Consider Board/Commission Appointments

I.1. BOARD/COMMISSION APPOINTMENT

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

COUNCIL COMMENTS

EXECUTIVE SESSION

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

K.1. TEX. GOV'T CODE § 551.071

Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

K.2. TEX. GOV'T CODE § 551.072

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

K.3. TEX. GOV'T CODE § 551.073

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

K.4. TEX. GOV'T CODE § 551.074

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

a) City Manager

K.5. TEX. GOV'T CODE § 551.076

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

K.6. TEX. GOV'T CODE § 551.087

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

K.7. TEX. GOV'T CODE § 551.089

Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices.

The Council reconvenes into General Session

COUNCIL CALENDAR

M.1. 2024 AND 2025 COUNCIL CALENDARS

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall (317 S. Travis) of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Friday, December 13, 2024 at 4:59 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 13th day of December 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

Shawn C.
Teamann

Deputy Mayor

Juston Dobbs

Council Members

Henry Marroquin, Council-At-Large, PL #1
Juston Dobbs, Council-At-Large, PL #2
Clay Barnett, Council – District #1

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

STATE OF TEXAS §
 December 2, 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 December 2, 2024.

MEMBERS PRESENT: MAYOR SHAWN TEAMANN; DEPUTY MAYOR JUSTON DOBBS.
 COUNCIL MEMBERS BARNETT, HOWETH, MARROQUIN,
 STEVENSON.

MEMBERS ABSENT: COUNCIL MEMBER HOLLAND.

CALL TO ORDER

Mayor Teamann called the meeting to order at 5:00 p.m. The Pledge of Allegiance and Invocation were led by Council Member Josh Stevenson.

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of November 18, 2024. Council Member Barnett moved to approve the Minutes, as presented; Second by Deputy Mayor Dobbs; All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

CITIZEN'S COMMENTS

There were no citizen's comments.

CITIZEN'S COMMENTS

CONSENT AGENDA

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

CONSENT AGENDA

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

PRESENTATION OF LIFE SAVING AWARDS

TO PRESENT SHERMAN POLICE DEPARTMENT'S OFFICER TYLER CARROLL, OFFICER PAUL YARWOOD, AND SERGEANT IAN ODEN WITH LIFE SAVING AWARDS

Jason Jeffcoat, Police Chief, presented a Life Saving Award to Tyler Carroll, Police Officer, for a vehicle accident he worked on August 19, 2024. The driver severed their carotid artery and Officer Carroll immediately applied pressure and continued until they reached the hospital, thereby saving the drivers life.

**POLICE DEPT
LIFESAVING
AWARDS**

Lifesaving awards were also presented to Paul Yarwood, Police Officer, and Ian Oden, Police Sergeant, for an incident they worked on August 20, 2024, with an unresponsive 67 year old female in her vehicle. They performed chest compressions on the victim, and she was transported to the hospital, where she was expected to recover.

RESOLUTION NO. 7447 -- APPROVING SOUTHERN PARAMEDIC SERVICE, INC. TO PROVIDE AMBULANCE SERVICES IN THE CITY OF SHERMAN, TEXAS

**RES 7447
AMBULANCE
SERVICE**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING SOUTHERN PARAMEDIC SERVICE, INC. TO PROVIDE AMBULANCE SERVICES IN THE CITY OF SHERMAN, TEXAS.

Billy Hartsfield, Fire Chief, explained that the City normally issues permits for non-emergency ambulances to transport for non-emergency transfers, thereby freeing up the City ambulances for 911 calls.

Because Southern Paramedic Service, Inc. currently operates out-of-state, they must obtain a Texas license. In order to do that, they must have proof that they would be allowed to work in Sherman. They are a vetted company and currently operate in other parts of the southern United States.

When asked, Ryan Pittman, City Attorney, confirmed that the company has passed the benchmark, according to Chief Hartsfield, and said the State does say the City Council must be the one to authorize this matter.

Council Member Howeth confirmed that they would not operate until they were fully licensed in Texas to do so.

ACTION TAKEN.

Motion by Council Member Howeth to approve Resolution No. 7477, as presented. Second by Deputy Mayor Dobbs.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 7448 -- RENAMING CARTER COURT TO STEAMBOAT DRIVE

**RES 7448
RENAMING CARTER
COURT TO
STEAMBOAT DR**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RENAMING CARTER COURT THAT RUNS NORTH AND SOUTH TO STEAMBOAT DRIVE.
CONSENT AGENDA.

RESOLUTION NO. 7449 -- AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE MID-AMERICA REGIONAL COUNCIL (MARC) PURCHASING COOPERATIVE

**RES 7449
PURCHASING
AGREEMENT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE MID-AMERICA REGIONAL COUNCIL PURCHASING COOPERATIVE.
CONSENT AGENDA.

RESOLUTION NO. 7450 -- AUTHORIZING THE PURCHASE OF DUTY AMMUNITION AND TRAINING AMMUNITION FROM GULF STATES DISTRIBUTORS FOR THE SHERMAN POLICE DEPARTMENT

RES 7450
POLICE
AMMUNITION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF DUTY AMMUNITION AND TRAINING AMMUNITION FROM GULF STATES DISTRIBUTORS FOR THE SHERMAN POLICE DEPARTMENT.
CONSENT AGENDA.

RESOLUTION NO. 7451 -- REPEALING AND REPLACING RESOLUTION NO. 7362; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; ESTABLISHING BILINGUAL PAY FOR FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE

RES 7451
POLICE & FIRE
SALARY &
INCENTIVE/
CERTIFICATION
PAY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING AND REPLACING RESOLUTION NO. 7362; ESTABLISHING SALARY STRUCTURES AND INCENTIVE/CERTIFICATION PAY SCHEDULES FOR FIREFIGHTERS AND POLICE OFFICERS; ESTABLISHING BILINGUAL PAY FOR FIREFIGHTERS AND POLICE OFFICERS; PROVIDING FOR AN EFFECTIVE DATE.
CONSENT AGENDA.

RESOLUTION NO. 7452 -- AUTHORIZING THE EXECUTION OF AN ENCROACHMENT AGREEMENT WITH 1876 OLD INVESTMENT PROPERTIES, LLC FOR THE ENCROACHMENT OF AN EXISTING STRUCTURE WITHIN RIGHT-OF-WAY ESTABLISHED IN VOLUME "B", PAGE 1, DEED RECORDS, GRAYSON COUNTY, TEXAS

RES 7452
ENCROACHMENT
EASEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT TO 1876 OLD INVESTMENT PROPERTIES, LLC FOR THE ENCROACHMENT OF AN EXISTING STRUCTURE WITHIN RIGHT-OF-WAY ESTABLISHED IN VOLUME "B", PAGE 1, DEED RECORDS, GRAYSON COUNTY, TEXAS, IN THE CITY OF SHERMAN.
CONSENT AGENDA.

PAYMENT AUTHORIZATION

AUTHORIZING PAYMENT OF \$120,073.27 FOR RENEWAL OF CENTRALSQUARE ONESOLUTION SOFTWARE FOR PUBLIC SAFETY - COMPUTER AIDED DISPATCH (CAD), RECORDS MANAGEMENT SYSTEM (RMS), AND ANIMAL SHELTER

PAYMENT
AUTHORIZATION
COMPUTER
SOFTWARE

The City Council approved the payment authorization to CentralSquare OneSolution, in the amount of \$120,073.27 for the renewal of software used for Public Safety - Computer Aided Dispatch (CAD), Records Management System (RMS), and the Animal Shelter.

The payment covers the annual maintenance fee, software updates, and customer service.
CONSENT AGENDA.

CONSIDER BOARD/COMMISSION APPOINTMENTS

ANIMAL CONTROL ADVISORY COMMITTEE (1)

**ANIMAL CONTROL
ADVISORY BOARD**

ACTION TAKEN.

Motion by Council Member Stevenson to reappoint Aaron Jason Bucy to the Animal Control Advisory Committee, for a term from October 5, 2024 to October 5, 2027. Second by Council Member Howeth.

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

VOTING NAY: None.

MOTION CARRIED.

**GREATER TEXOMA UTILITY AUTHORITY BOARD OF DIRECTORS
(1)**

GTUA

Council Members decided they did not need to discuss the Greater Texoma Utility Authority Board of Directors appointment in Executive Session.

ACTION TAKEN.

Motion by Council Member Barnett to reappoint Brad Morgan to the Animal Control Advisory Committee, for a term from December 31, 2024 to December 31, 2026. Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

COUNCIL COMMENTS

COUNCIL COMMENTS

- Thank you to the police officers that were recognized tonight. (Juston Dobbs, Clay Barnett, Shawn Teamann,
- Recognized the Parks and Recreation Department for their Park Party at Lucy Kidd Key Park. The Park has been decorated with lights and decorations. Approximately 175 citizens also watched "How the Grinch Stole Christmas." (Pam Howeth)
- Parks and Recreation also presented a Flag Football Game, and displayed their athletic ability. (Shawn Teamann)

ANNOUNCEMENTS

ANNOUNCEMENTS

Mayor Teamann announced the following:

- Coffee with the Mayor will be held December 6, 2024, at 8:00 a.m., at the Habitat for Humanity Resale Store.
- The Lighting of the Christmas Lights at Pecan Grove Park will be held on the evening of December 6, 2024.
- The Sherman Christmas Parade will be held December 7, 2024.

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

EXECUTIVE SESSION

THE CITY COUNCIL WILL NOW HOLD AN EXECUTIVE SESSION PURSUANT TO THE PROVISIONS OF THE OPEN MEETINGS LAW,

CHAPTER 551, GOVERNMENT CODE, VERNONS TEXAS CODES ANNOTATED, IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN THE FOLLOWING SECTIONS.

TEX. GOV'T CODE § 551.071 --

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

A) Mustang Discussion

TEX. GOV'T CODE § 551.072 --

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

TEX. GOV'T CODE § 551.073 --

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

TEX. GOV'T CODE § 551.074 --

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

A) Greater Texoma Utility Authority Board of Directors (1)

B) City Manager

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

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:13 p.m.

On Motion duly made and carried, the Executive Session recessed at 5:56 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:57 p.m.

ADJOURNMENT

MAYOR

CITY CLERK

STATE OF TEXAS

§

December 9, 2024

COUNTY OF GRAYSON

§

BE IT REMEMBERED THAT A Called Meeting of the Sherman City Council was begun and held in the Lobby of the Police Department Headquarters, on December 9, 2024.

COUNCIL MEMBERS PRESENT: Mayor Shawn Teamann; Deputy Mayor Juston Dobbs.
Council Members Barnett, Holland, Howeth, Marroquin, Stevenson.

COUNCIL MEMBERS ABSENT: None.

CITY STAFF PRESENT: Robby Hefton, City Manager; Clint Philpott, Assistant City Manager; Ryan Pittman, Attorney, Abernathy, Roeder, Boyd, Hullett; Teri Fine, Assistant to the City Manager; Linda Ashby, City Clerk.

PURPOSE: Call to Order, Quorum Determined, Meeting Declared Open

Citizen 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:

TEX. GOV'T CODE § 551.071 --

Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

TEX. GOV'T CODE § 551.072 --

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

TEX. GOV'T CODE § 551.073 –

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

TEX. GOV'T CODE § 551.074 –

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

A) City Manager

COUNCIL MINUTES – DECEMBER 9, 2024

TEX. GOV'T CODE § 551.076 –

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

TEX. GOV'T CODE § 551.087 –

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

TEX. GOV'T CODE § 551.089 –

Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices

Open Meeting

Adjournment

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

Mayor Teamann called the meeting to order at 11:03 a.m., declared a quorum present, and opened the City Council Meeting.

CITIZEN COMMENTS

There were no citizen's comments.

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

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

TEX. GOV'T CODE § 551.071 --

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

TEX. GOV'T CODE § 551.072 --

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

TEX. GOV'T CODE § 551.073 --

DELIBERATING A NEGOTIATED CONTRACT FOR A PROSPECTIVE GIFT OR DONATION TO

COUNCIL MINUTES – DECEMBER 9, 2024

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

TEX. GOV'T CODE § 551.074 --

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

A) City Manager

TEX. GOV'T CODE § 551.076 –

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

TEX. GOV'T CODE § 551.087 –

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

TEX. GOV'T CODE § 551.089 --

DELIBERATING SECURITY ASSESSMENTS OR DEPLOYMENTS RELATING TO INFORMATION RESOURCES TECHNOLOGY, NETWORK SECURITY INFORMATION, OR THE DEPLOYMENT OR SPECIFIC OCCASIONS FOR IMPLEMENTATION OF SECURITY PERSONNEL, CRITICAL INFRASTRUCTURE OR SECURITY DEVICES

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 11:04 a.m.

On Motion duly made and carried, the Executive Session recessed at 11:58 a.m. and reconvened in Open Meeting.

OPEN MEETING

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

ADJOURNMENT

There being no further business to come before the City Council, motion was duly made and approved to adjourn the Called Meeting at 11:58 a.m.

MAYOR

ATTEST

CITY CLERK



City Council Regular Meeting

Agenda Item No. D.1.

Meeting Date: 12/16/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6790

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 3.126 acres being part of the J.B. McAnair Survey, Abstract No. 763 and being all of Lot 4 of Replat of Lot 2R of McLain Addition, City Of Sherman, Grayson County, Texas, Located in the 2640 Block North Travis Street, Heretofore Zoned MF-30 (Multi Family Residential) District; Rezoning And Placing The Tract In The C-N (Neighborhood Commercial) District Zoning Classification, Freshpoint OZ Business, LLC (Owner), Ghader Mirak, Arris Design-Build, Inc (Representative/Architect) and Underwood Drafting & Surveying, Inc. (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 3.126 acres of land located in the 2640 Block North Travis Street from an MF-30 (Multi Family Residential) District to a C-N (Neighborhood Commercial) District.

Background:

The property is located in the 2640 Block North Travis Street near the corner of North Travis Street and West McLain Drive. The owner is requesting a Zone Change from an MF-30 (Multi Family Residential) District to a C-N (Neighborhood Commercial) District.

Origination:

Freshpoint OZ Business, LLC (Owner), Ghader Mirak, Arris Design-Build, Inc (Representative/Architect) and Underwood Drafting & Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the November 19, 2024 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6790
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign
7. Narrative
8. Site Plan
9. Floor Plan
10. Elevation
11. Landscape Plan
12. Sherman Executive Office Project Plans

ORDINANCE NO. 6790

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 3.126 ACRES BEING PART OF THE J.B. MCANAI SURVEY, ABSTRACT NO. 763 AND BEING ALL OF LOT 4 OF REPLAT OF LOT 2R OF MCLAIN ADDITION, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 2640 BLOCK NORTH TRAVIS STREET, HERETOFORE ZONED MF-30 (MULTI FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-N (NEIGHBORHOOD COMMERCIAL) DISTRICT ZONING CLASSIFICATION, FRESHPOINT OZ BUSINESS, LLC (OWNER), GHADER MIRAK, ARRIS DESIGN-BUILD, INC (REPRESENTATIVE/ARCHITECT) AND UNDERWOOD DRAFTING & SURVEYING, INC. (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 2640 Block North Travis Street and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the C-N (Neighborhood Commercial) 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 16th day of December 2024.

ADOPTED on this the 16th day of December 2024.

EFFECTIVE DATE on this the 16th day of December 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



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

OWNERS/DEVELOPER
JKL PARTNERS, LLC
1710 W. LAMBERTH
SHERMAN, TEXAS 75092

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

UNDERWOOD

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

SHEET 1 OF 2

22064

3404 INTERURBAN ROAD DENISON, TEXAS 75021

(903)465-2151

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

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 to be provided by Oncor Electric Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and the removal of obstructions from drainage easements.
5. Any existing creeks or drainage channels traversing along or across the addition will be maintained in their original location and flow. Any new ditches or dikes or lots that are traversed by or adjacent to the drainage courses along or across said lots, shall be constructed and maintained in accordance with the standards for drainage ways or drainage easements for the control of erosion.
6. The owner of the property shall be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
7. The owners and builders must comply with all other local, state and federal regulations.
8. Easements are determined by the City of Sherman.
9. Bearings are based on the City of Sherman Control Monument Network.
10. The City of Sherman is not responsible for the accuracy of the Survey Instrument Placed on proposed use of each lot.
11. The City of Sherman is not responsible for the accuracy of the subject property lies within the limits of an area defined as Zone "AE" determined to be in a flood hazard area, according to the Federal Emergency Management Agency based on a Flood Insurance Map for Tarrant County, Texas and the Flood Insurance Rate Map No. 1818C0290 P. revised 9/29/2010.



OWNERS/DEVELOPER
JKL PARTNERS, LLC
1710 W. LAMBERTH
SHERMAN, TEXAS 75092

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

9-21-17

UNDERWOOD
DRAFTING & SURVEYING

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

SHEET 2 OF 2

3404 INTERURBAN ROAD DENISON, TEXAS 75021

9-21-17

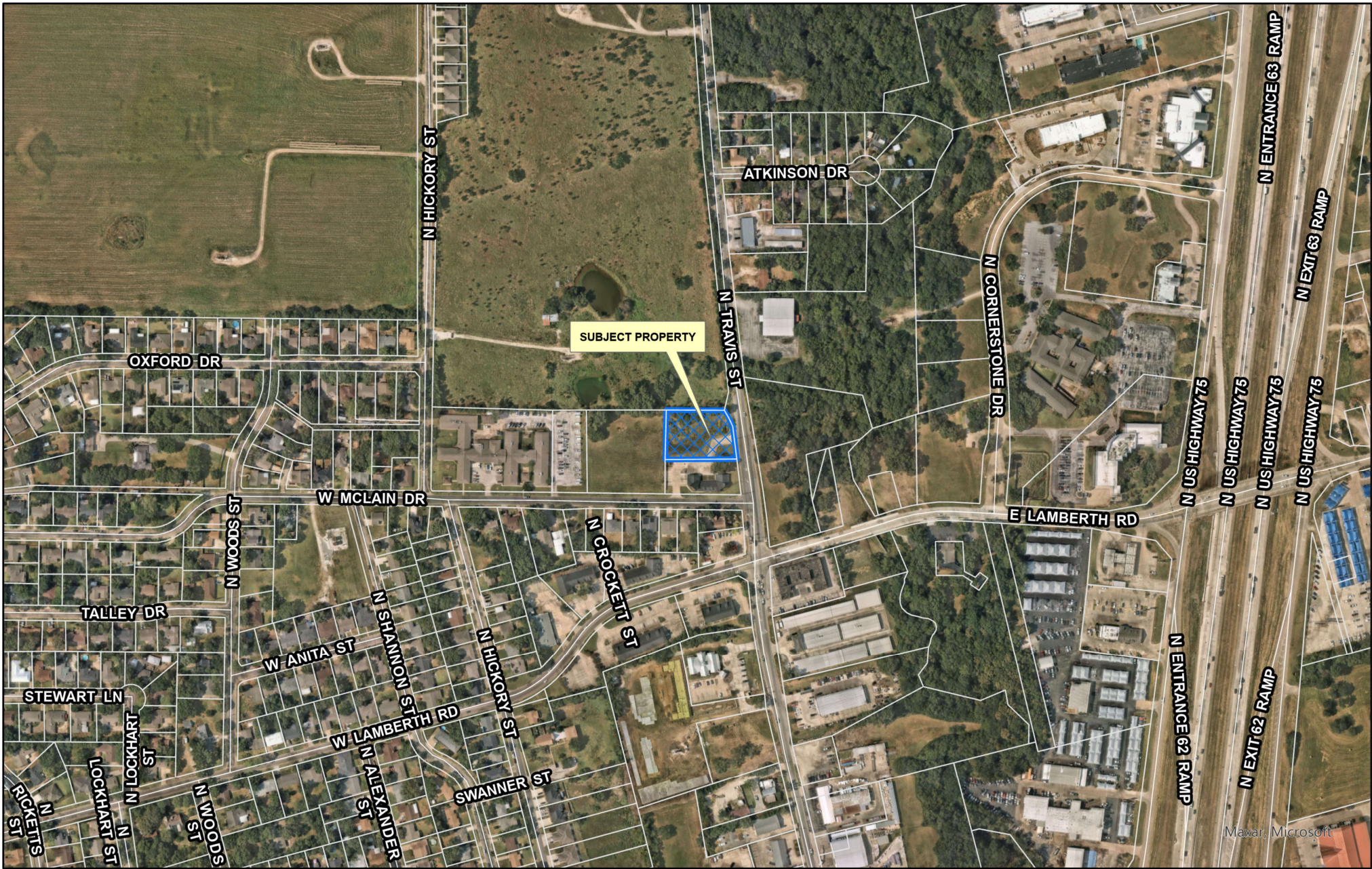
UNDERWOOD
DRAFTING & SURVEYING

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

AD DENISON, TEXAS

(903)465-2151

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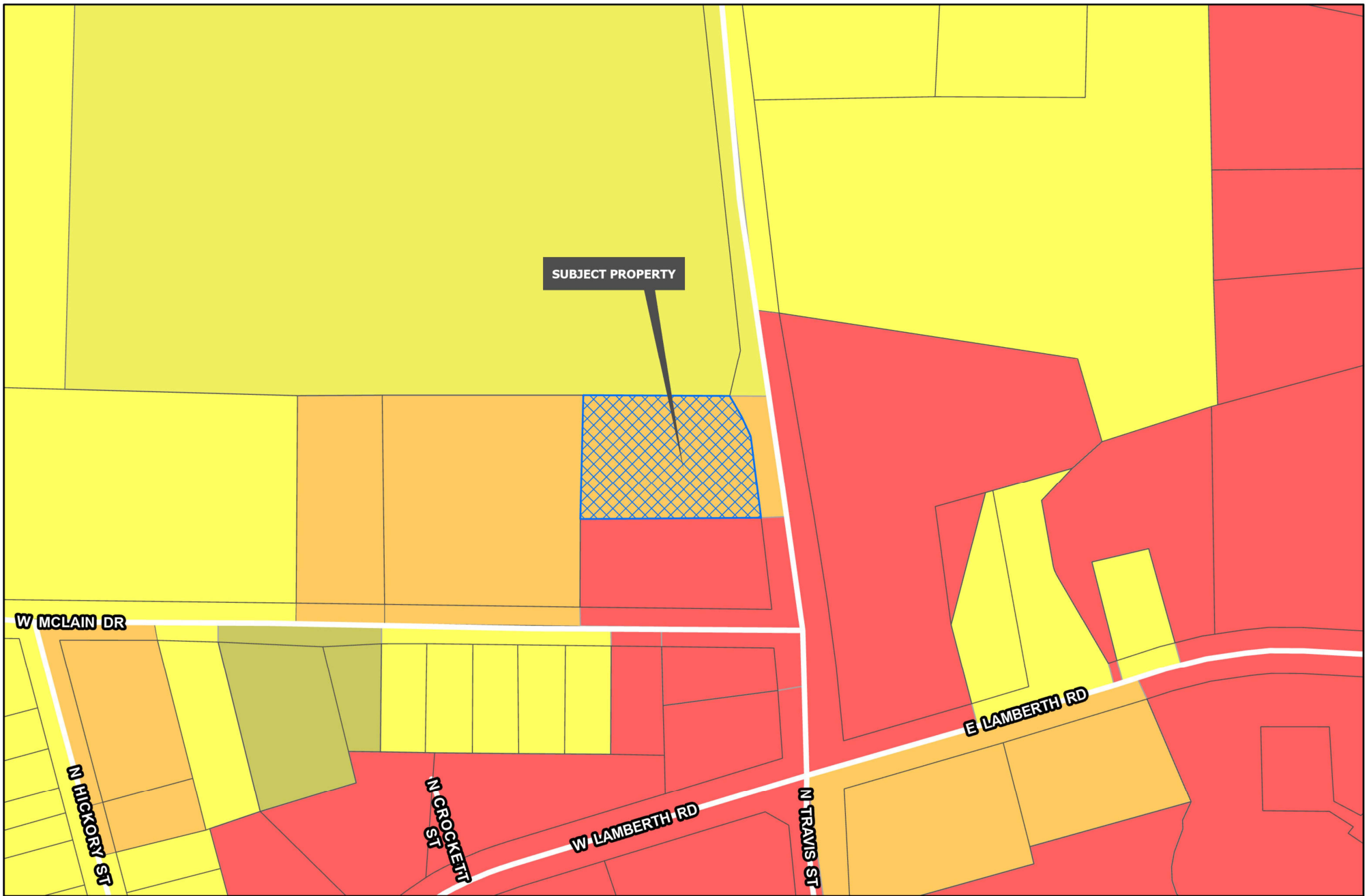
Maxar, Microsoft



City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
2640 BLK N TRAVIS ST



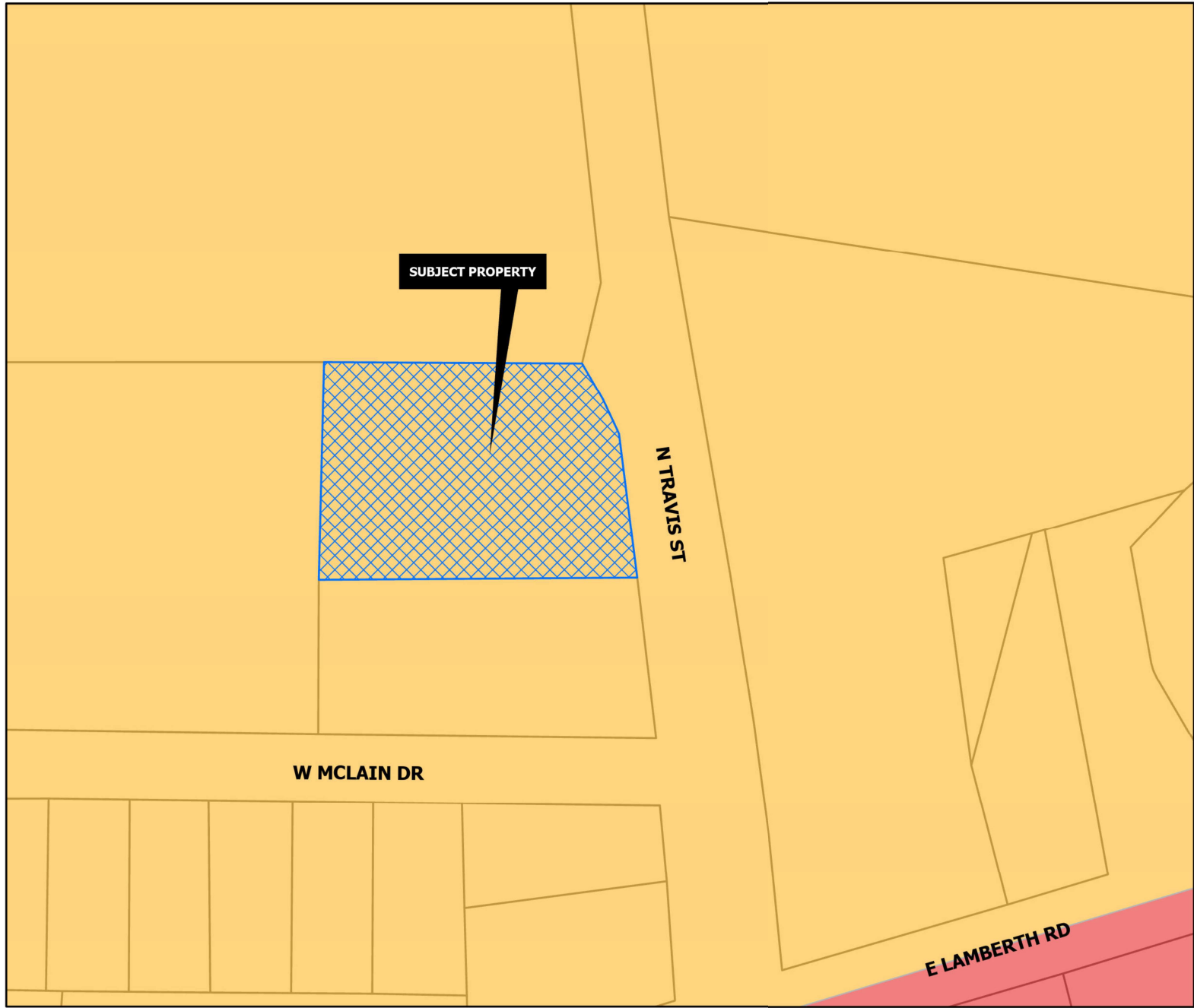


Development Services
Department

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

CITY OF SHERMAN
ZONING MAP
2640 BLK N TRAVIS ST





CORE NEIGHBORHOOD

Intent & Character

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

Appropriate Land Use Types

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

Compatible Zoning Districts

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

Considerations

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



Development Services
Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
2640 BLK N TRAVIS ST



Marlow, Lauren

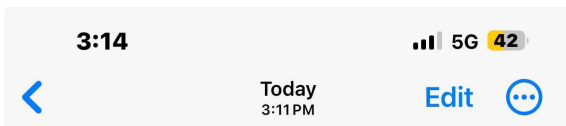
From: Planning
To: Sampath Sam Manda; Planning
Cc: Jaikumar Sudepally; Ghader Mirak, Architect; santhosh.dasari
Subject: RE: McLain Addition Zoning Change Submittal / Site Plan for Executive Office Project

From: Sampath Sam Manda
Sent: Wednesday, October 9, 2024 3:19 PM
To: Planning
Cc: Jaikumar Sudepally; Ghader Mirak, Architect; santhosh.dasari
Subject: Re: McLain Addition Zoning Change Submittal / Site Plan for Executive Office Project

Hi Lauren,

We have installed the Rezoning sign.
Please check 3 attached images below . Let us know if it's fine?

Sampath
408- 823-4134



Project Narrative for McLain Executive Offices

Ghader Mirak, AIA, NCARB, LEED AP
Arris Design-Build Inc
gmirak.architect@gmail.com
Phone: (469) 682-5630

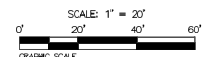


Date: 9/11/2024

The existing property is a 0.782 Acre called McLain Addition, Lot 2R, Lot4. The Geo ID is S012 2701003. The purpose of this Application is to rezone the property to Commercial Neighborhood (CN). The current zoning of the property is Multi-Family (MF). The proposed project is a one-story 5,116 SF office building. The office will include 20 Executive Office Suites for lease and Owner's use.

The architectural design of the one-story, 5,185 square feet executive office building emphasizes functionality and a modern aesthetic. The exterior features a sleek façade with large windows that allow natural light to flood the interior spaces, creating an inviting atmosphere. The entrance leads into a spacious lobby, designed with contemporary finishes and comfortable seating, which serves as the welcoming point for clients and employees alike. Adjacent to the lobby is the reception area, where a dedicated reception desk is situated to greet visitors. The layout efficiently connects the central corridor to the 15 individual executive suites, each designed with soundproofing and ample space to ensure privacy and productivity.

In addition to the suites, the building includes essential amenities such as restrooms strategically placed for easy access, a well-equipped conference room designed for collaboration and meetings, and a copy room for administrative tasks. The corridors are wide and well-lit, allowing for smooth navigation throughout the building. An electrical room is discreetly located to house all necessary systems without disrupting the aesthetic appeal of the office. Overall, the architectural design focuses on creating a professional environment that fosters collaboration while providing the necessary facilities for a modern executive office setting.



ZONING INFORMATION				
CURRENT ZONING :		MULTI-FAMILY		
PROPOSED ZONING:		CN (COMMERCIAL NEIGHBORHOOD)		
LOT AREA REQUIREMENTS				
MIN. LOT AREA :	10,000 SF			
MIN LOT WIDTH :	50'			
FRONT SETBACK:	25'			
REAR SETBACK:	25'			
SIDE SETBACKS:	0'			
THOROUGHFARE STREET SETBACK:	25'			
C-N DISTRICT ABUTTING RESIDENTIAL:	25'			
FLOOR AREA RATIO (FAR)				
REQUIRED FLOOR AREA RATIO :	MIN 2/5 (0.4) OF LOT AREA			
(FAR)	LOT AREA = 36,418 SF			
	PROPOSED FLOOR AREA = 10,370 SF			
	10,370 / 36,418 = 0.28 < 0.4			
PARKING TABULATION				
USE TYPE	FLOOR AREA	FORMULA	REQ. PARKING	PROVIDED PARKING
MEDICAL OFFICE	2,600 SF	1 PER 200 SF MEDICAL OFFICE	2,600/200=13	13 SP.
REGULAR OFFICE	2,516 SF	1 PER 400 SF REGULAR OFFICE	2,516/400= 7	14 SP.
TOTAL BLDG GROSS AREA	5,116 SF			
TOTAL PARKING			20 SPACES	27 SP.

SITE DATA

LOT AREA	34,078 SQ. FT.
BUILDING AREA	5,116 SQ. FT.
LOT COVERAGE	5,185/34,078 = 0.150 OR 15.0%
LANDSCAPE AREA	15,647 SQ. FT. OR 45.9%
IMPERVIOUS AREA	18,431 SQ. FT. OR 54.1%

LEGEND

- PROPOSED 6" CONCRETE PAVEMENT, (4,000 PSI ON 8" COMPACTED SUB-GRADE)
- PROPOSED CONCRETE WALK
- PROPOSED LANDSCAPE AREAS

REVISIONS	
10-8-24	CITY COMMENTS

SHEET TITLE:
**SITE PLAN
PROPOSED OFFICE BUILDING**

LOT 4
McLAIN ADDITION
2620 N. TRAVIS STREET
SHERMAN, TEXAS

JDJR

PREPARED BY:
ENGINEERS & CONSULTANTS, INC.
13097 REGISTRATION NUMBER P-6627

ENGINEERS • SURVEYORS • LAND PLANNERS
2500 Texas Drive Suite 100 Irving, Texas 75062
Tel: 972-552-9337 Fax: 972-552-9865

DATE: 9-10-24
SCALE: 1" = 20'

DRAWN BY: ADL
CHECKED BY: J.DJR

SHEET NO:
1 of 1

- GENERAL NOTES:
- ALL CONSTRUCTION TO BE DONE IN STRICT ACCORDANCE TO THESE PLANS AND ALL APPLICABLE MUNICIPAL ORDINANCES AND STANDARDS.
 - ALL DIMENSIONS SHOWN ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
 - REFER TO ARCHITECTURAL PLANS FOR ALL BUILDING DIMENSIONS & DETAILS AND LANDSCAPE LAYOUT.
- ACCESSIBILITY NOTES:
- ALL ACCESSIBLE PARKING AREAS, ROUTES, RAMPS, ETC. SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TEXAS ACCESSIBILITY STANDARDS (TAS).
 - ALL SIDEWALK RAMPS AND/OR CURB RAMPS SHOWN SHALL HAVE A MAXIMUM VERTICAL RISE OF 6" WITH A MAXIMUM RUNNING SLOPE OF 1:12 (8.33%) AND BE CONSTRUCTED IN ACCORDANCE WITH TAS SECTIONS 4.7 AND 4.8.
 - ALL ACCESSIBLE ROUTES (EXCEPT FOR THE SIDEWALK AND CURB RAMPS) SHALL HAVE A MAXIMUM RUNNING SLOPE OF 1:20 (5%) AND A MAXIMUM CROSS SLOPE OF 1:50 (2%).
 - ALL ACCESSIBLE PARKING SPACES AND ISLES SHALL HAVE A MAXIMUM SLOPE IN ANY DIRECTION OF 1:50 (2%). REFER TO ARCHITECTURAL PLANS FOR DETAILS OF MARKINGS, SIGNS, ETC.

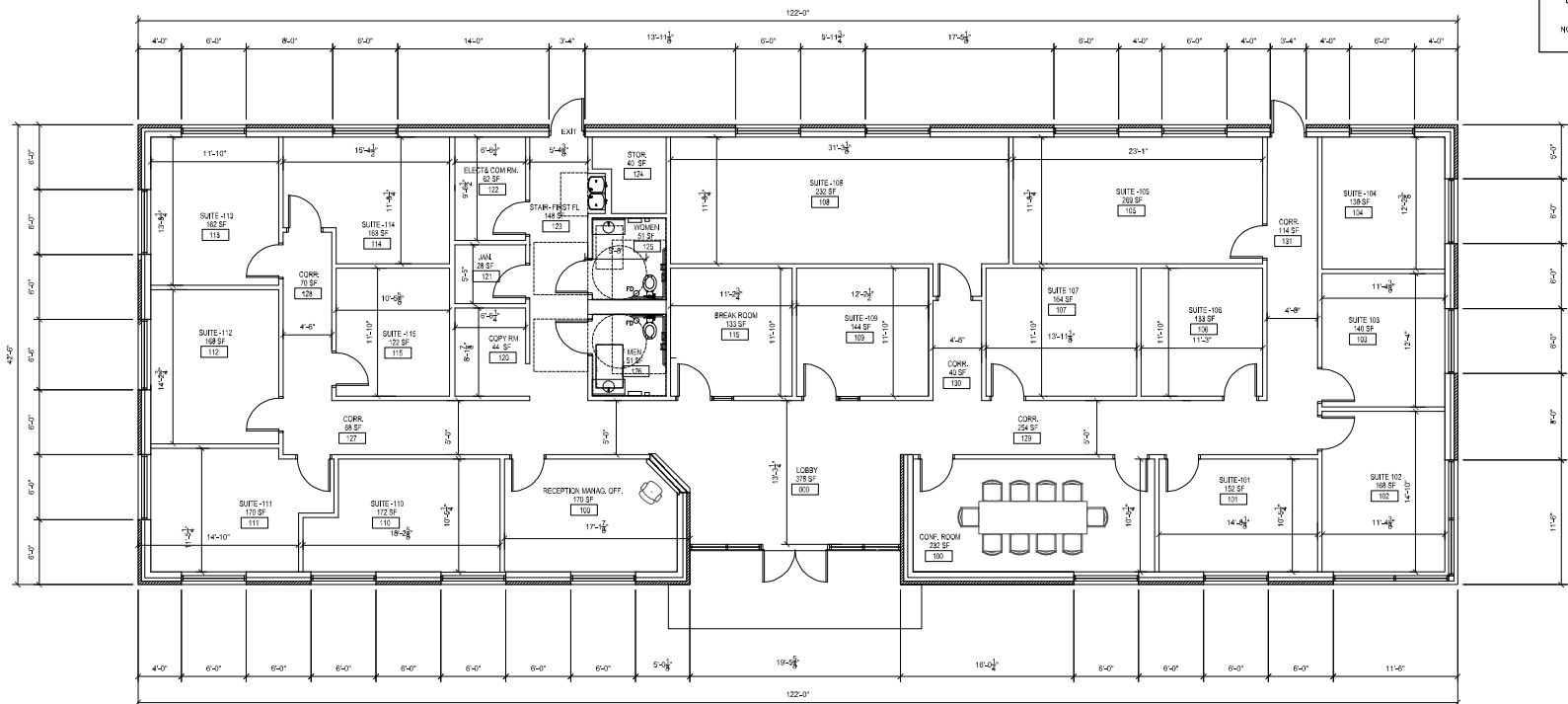
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32.064 AC.
FAYE R. PLANDMAN
TRACT ONE
VOL. 1986, PG. 264
R.P.R.G.C.T.

R-4 ZONING

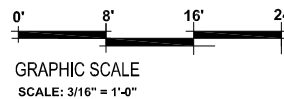
F.M. HIGHWAY NO. 131 (TRAVIS ST)
VARIABLE WIDTH RIGHT-OF-WAY

McLAIN DRIVE
45' RIGHT-OF-WAY

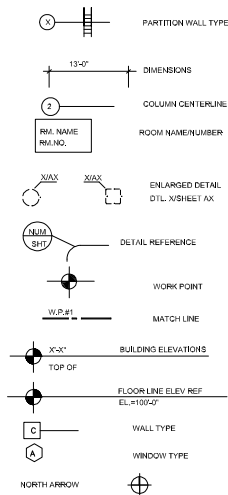


01 PROPOSED FLOOR PLAN

SCALE: 3/16"=1'-0"



REFERENCE SYMBOLS



ARCHITECT :
ADB Inc.
Architecture
Planning
Design

ARRIS DESIGN-BUILD Inc
Phone: (469) 682-5630
gmraa.architect@gmail.com
5103 Nava Drive, Frisco, TX
75034
Copyright © of ADB Inc (2024)

PROJECT :

SHERMAN
EXECUTIVE OFFICE
BUILDING PROJECT

OWNER :

Mr. Santhosh Dasari
Freshpoint OZ
6628 Via Italia Dr.
Flower Mound,
TX 75077

PROPERTY :

Sub-Division Info.:
McLain Addition - Lot 2R-
Lot- 4 , 0.782 Acres
Property ID: 407641

SEAL & SIGNATURE:



ISSUES AND REVISIONS

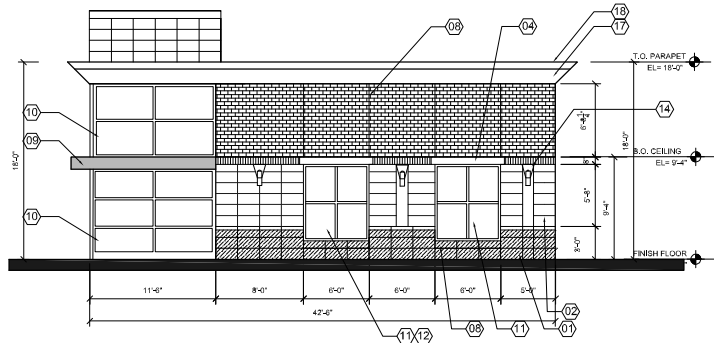
PRELIMINARY
SITE PLAN
DATE SEPTEMBER 11th, 2024
ISSUE ZONING CHANGE - &
PACKAGE SITE PLAN SUBMITTAL
SHEET
NUMBER

A1.01

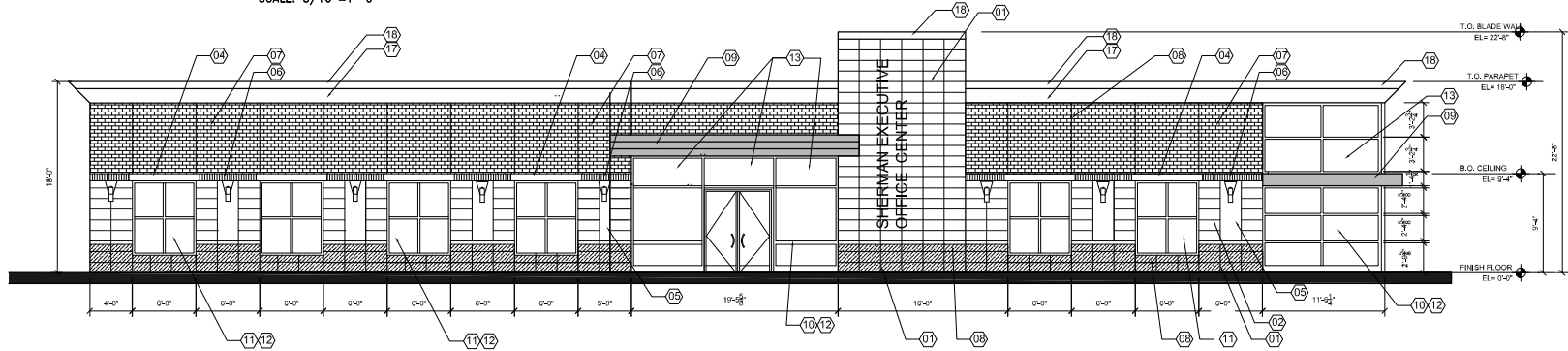
FACADE MATERIAL TABULATIONS	
SOUTH ELEVATION	SF. CALCULATION
GLASS (PRIMARY)	657
BRICK (PRIMARY)	606.5
CSMU (PRIMARY)	691
EIFS CROWN (SECONDARY)	222
METAL CANOPY (ACCENT)	50.2
CAST STONE (ACCENT)	27
TOTAL	2,253.7
PRIMARY MATERIAL %	86.7 %
SECONDARY MATERIAL %	9.9%
ACCENT MATERIAL %	3.4%

EAST ELEVATION	
SOUTH ELEVATION	SF. CALCULATION
GLASS (PRIMARY)	269
BRICK MASONRY (PRIMARY)	218.7
CSMU MASONRY (PRIMARY)	184.7
EIFS CROWN (SECONDARY)	89
CAST STONE (ACCENT)	9
OTHER MATERIAL (MTL DOOR)	0
TOTAL	770.4
PRIMARY MATERIAL %	87.2%
SECONDARY MATERIAL %	11.6%
ACCENT MATERIAL %	1.2%
OTHER MATERIAL % (MTL DOOR)	0%

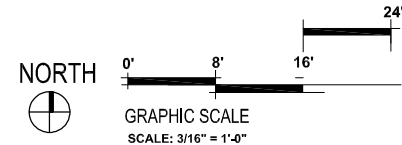
ELEVATION MATERIAL KEYNOTES	
01	12" X24"X3-5/8" CALCIUM SILICATE MASONRY UNITS (CSMU): ROUGH FACE- BEIGE COLOR
02	12"x24"x 3-5/8" CALCIUM SILICATE MASONRY UNITS (CSMU): SMOOTH FACING- BEIGE COLOR
03	8"x24"X3-5/8" CALCIUM SILICATE MASONRY UNITS (CSMU): SMOOTH FACING
04	CAST STONE WINDOW HEAD AND SEAL
05	CAST STONE MEDALLION
06	2-3/8"x3-5/8"x7-5/8" BRICK SOLDER COURSING, TYPE SW, COLOR: RED
07	2-3/8"x3-5/8"x7-5/8" BRICK COURSING, BOND BEAM, TYPE SW, COLOR: YELLOW
08	3/8" BRICK VERTICAL CONTROL JOINTS
09	PREFINISHED METAL CANOPY SYSTEM- COLOR: DARK GRAY
10	CLEAR ANODIZED PRE-FINISHED ALUMINUM STOREFRONT AND DOOR SYSTEM
11	CLEAR ANODIZED ALUM WINDOW
12	DOUBLE LAYER INSULATED LOW-E GLASS- CLEAR
13	DOUBLE LAYER INSULATED LOW-E GLASS- COLOR: GREEN
14	DECORATIVE EXTERIOR LIGHT FIXTURE (DOWNWARD LIGHTING ONLY)
15	3x7' H.M. DOOR EXIT DOOR
16	GUTTERS AND DOWNSPOUTS
17	EIFS FINISH DECORATIVE CROWN- COLOR: LIGHT GRAY
18	PARAPET METAL COPING - COLOR: DARK GRAY



02 EAST ELEVATION
SCALE: 3/16"=1'-0"



01 SOUTH ELEVATION
SCALE: 3/16"=1'-0"



ARCHITECT :
ADB Inc.
Architecture
Planning
Design

ARRIS DESIGN- BUILD Inc
Phone: (469) 682-5630
gmirak.architect@gmail.com
5103 Nav@Drive, Frisco, TX
75034
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PROJECT :

SHERMAN
EXECUTIVE OFFICE
BUILDING PROJECT

OWNER :

Mr. Santhosh Dasari
Freshpoint OZ
6628 Via Italia Dr.
Flower Mound,
TX 75077

PROPERTY :

Sub-Division Info.:
McLain Addition - Lot 2R-
Lot- 4 , 0.782 Acres
Property ID: 407641

SEAL & SIGNATURE:



ISSUES AND REVISIONS

SHEET	TITLE
01	ELEVATIONS
02	DATE: SEPTEMBER 11th, 2024
03	ISSUE: ZONING CHANGE - &
04	PACKAGE: SITE PLAN SUBMITTAL
05	SHEET NUMBER

A3.01

SHERMAN EXECUTIVE OFFICE PROJECT

PROPERTY ADDRESS:
Mclain Addition -
Lot 2R- Lot- 4 , 0.782 Acres

ZONING CHANGE SUBMITTAL
ISSUE DATE: SEPTEMBER 11th, 2024



ARCHITECT :
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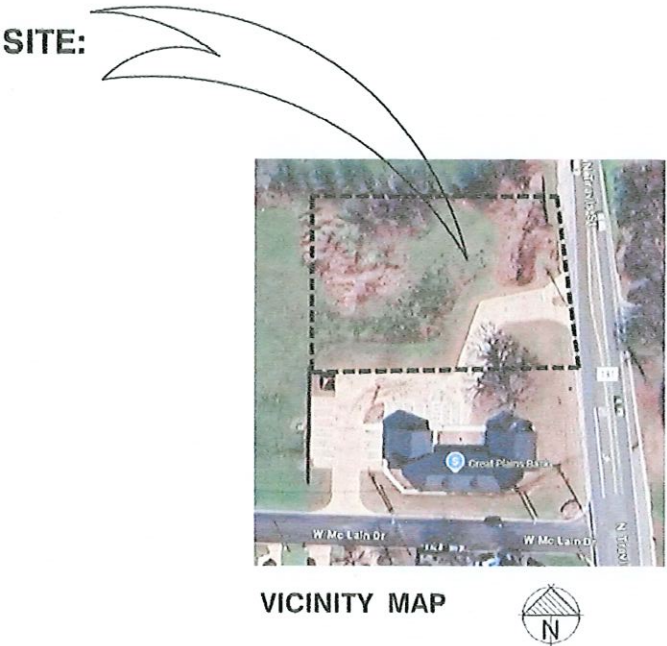
PROPERTY :
Sub-Division Info.:
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Lot- 4 , 0.782 Acres
Property ID: 407641

SEAL & SIGNATURE:



ISSUES AND REVISIONS	
SHEET TITLE	COVER SHEET
ISSUE DATE	SEPTEMBER 11th, 2024
ISSUE PACKAGE	ZONING CHANGE - & SITE PLAN SUBMITTAL
SHEET NUMBER	

G0-00



VICINITY MAP



INDEX OF DRAWINGS:

G0-00	COVER SHEET
1 OF 1	CIVIL SITE PLAN
1 OF 1	LANDSCAPE PLAN
A1-01	ARCHITECTURE FLOOR PLAN
A3-01	SOUTH AND EAST ELEVATIONS
A3-02	NORTH AND WEST ELEVATIONS

CIVIL ENGINEER :

JDJR

JDJR ENGINEERS &
CONSULTANTS Inc
2500 TEXAS DRIVE, SUITE 100,
IRVING, TEXAS, 76062
Phone: 972-252-5357

ARCHITECT :



Architecture
Planning
Design Inc.

ARRIS DESIGN- BUILD Inc
Ghader A Mirak, Architect, NCARB,
LEED AP(bd+c)
PHONE: (469) 682-5630
Email: gmirak@sbcglobal.net

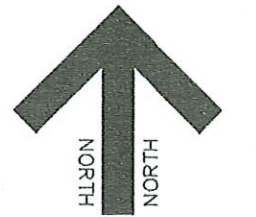
OWNER :

Mr. Santhosh Dasari
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6628 Via Italia Dr.
Flower Mound,
TX 75077

PROJECT :

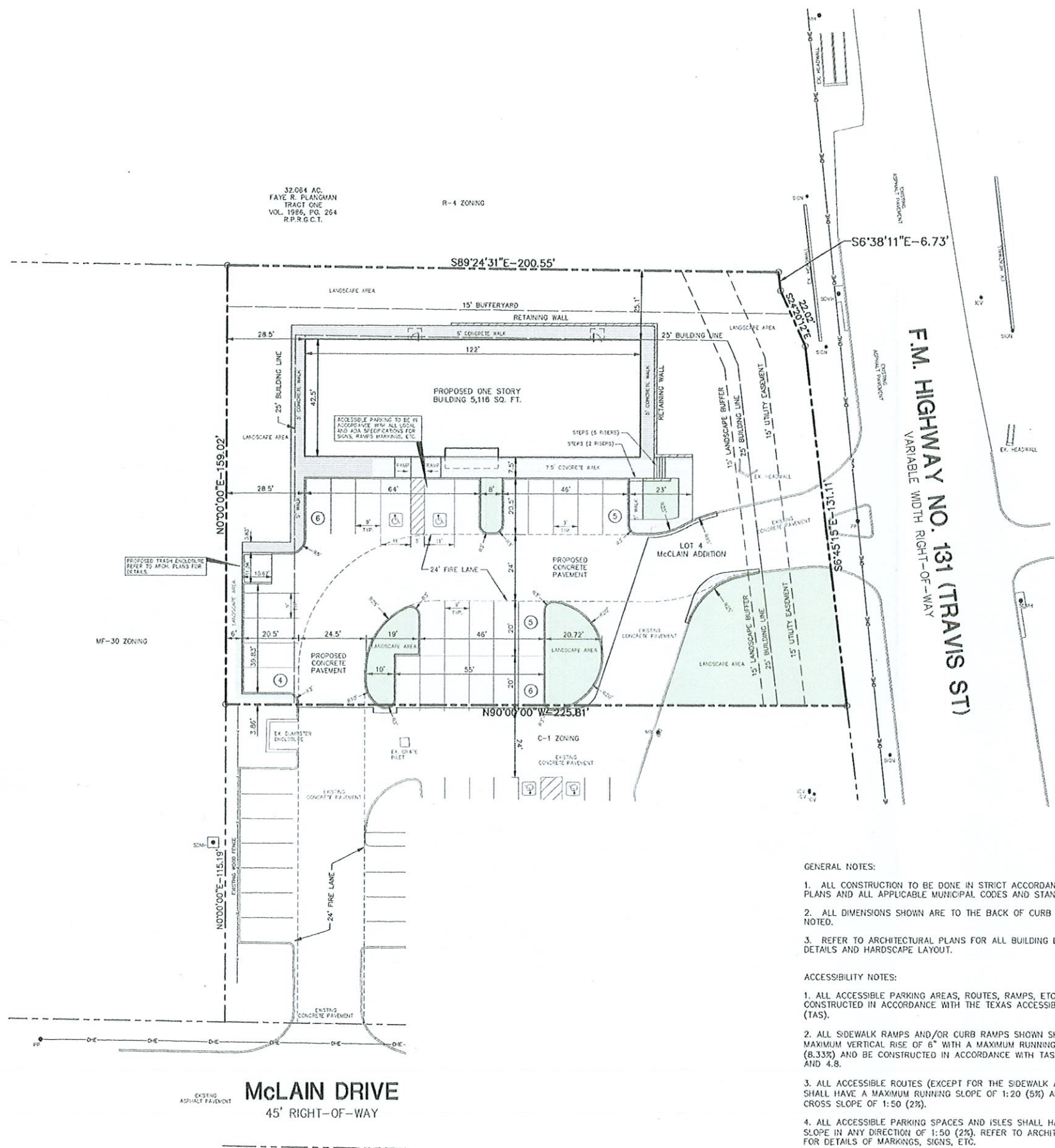
SHERMAN
EXECUTIVE OFFICE
BUILDING PROJECT

Sub-Division Info.:
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Lot- 4 , 0.782 Acres
Property ID: 407641



32.084 AC.
FAYE R. PLANGMAN
TRACT ONE
VOL. 1986, P. 264
R.P.R.C.T.

R-4 ZONING



ZONING INFORMATION

CURRENT ZONING : MULTI-FAMILY
PROPOSED ZONING: CN (COMMERCIAL NEIGHBORHOOD)

LOT AREA REQUIREMENTS

MIN. LOT AREA : 10,000 SF
MIN LOT WIDTH : 50'
FRONT SETBACK: 25'
REAR SETBACK: 25'
SIDE SETBACKS: 0'
THOROUGHFARE STREET SETBACK: 25'
C-N DISTRICT ABUTTING RESIDENTIAL: 25'

FLOOR AREA RATIO (FAR)

REQUIRED FLOOR AREA RATIO : MIN 2/5 (0.4) OF LOT AREA
(FAR) LOT AREA = 36,418 SF
PROPOSED FLOOR AREA = 10,370 SF
10,370/36,418 = 0.28 < 0.4

PARKING TABULATION

USE TYPE	FLOOR AREA	FORMULA	REQ. PARKING	PROVIDED PARKING
MEDICAL OFFICE	2,600 SF	1 PER 200 SF MEDICAL OFFICE	2,600/200=13	13 SP.
REGULAR OFFICE	2,516 SF	1 PER 400 SF REGULAR OFFICE	2,516/400= 7	14 SP.
TOTAL BLDG GROSS AREA	5,116 SF			
TOTAL PARKING			20 SPACES	27 SP.

SITE DATA

LOT AREA 34,078 SQ. FT.
BUILDING AREA 5,116 SQ. FT.
LOT COVERAGE 5,185/34,078 = 0.150 OR 15.0%
LANDSCAPE AREA 15,647 SQ. FT. OR 45.9%
IMPERVIOUS AREA 18,431 SQ. FT. OR 54.1%

LEGEND

- PROPOSED 6" CONCRETE PAVEMENT, (4,000 PSI ON 8" COMPACTED SUB-GRADE)
- PROPOSED CONCRETE WALK
- PROPOSED LANDSCAPE AREAS

- GENERAL NOTES:**
- ALL CONSTRUCTION TO BE DONE IN STRICT ACCORDANCE TO THESE PLANS AND ALL APPLICABLE MUNICIPAL CODES AND STANDARDS.
 - ALL DIMENSIONS SHOWN ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
 - REFER TO ARCHITECTURAL PLANS FOR ALL BUILDING DIMENSIONS & DETAILS AND HARDSCAPE LAYOUT.
- ACCESSIBILITY NOTES:**
- ALL ACCESSIBLE PARKING AREAS, ROUTES, RAMPS, ETC. SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TEXAS ACCESSIBILITY STANDARDS (TAS).
 - ALL SIDEWALK RAMPS AND/OR CURB RAMPS SHOWN SHALL HAVE A MAXIMUM VERTICAL RISE OF 6" WITH A MAXIMUM RUNNING SLOPE OF 1:12 (8.33%) AND BE CONSTRUCTED IN ACCORDANCE WITH TAS SECTIONS 4.7 AND 4.8.
 - ALL ACCESSIBLE ROUTES (EXCEPT FOR THE SIDEWALK AND CURB RAMPS) SHALL HAVE A MAXIMUM RUNNING SLOPE OF 1:20 (5%) AND A MAXIMUM CROSS SLOPE OF 1:50 (2%).
 - ALL ACCESSIBLE PARKING SPACES AND ISLES SHALL HAVE A MAXIMUM SLOPE IN ANY DIRECTION OF 1:50 (2%). REFER TO ARCHITECTURAL PLANS FOR DETAILS OF MARKINGS, SIGNS, ETC.

REVISIONS:
10-8-24 CITY COMMENTS

SHEET TITLE:
**SITE PLAN
PROPOSED OFFICE BUILDING**

LOT 4
McLAIN ADDITION
2620 N. TRAVIS STREET
SHERMAN, TEXAS

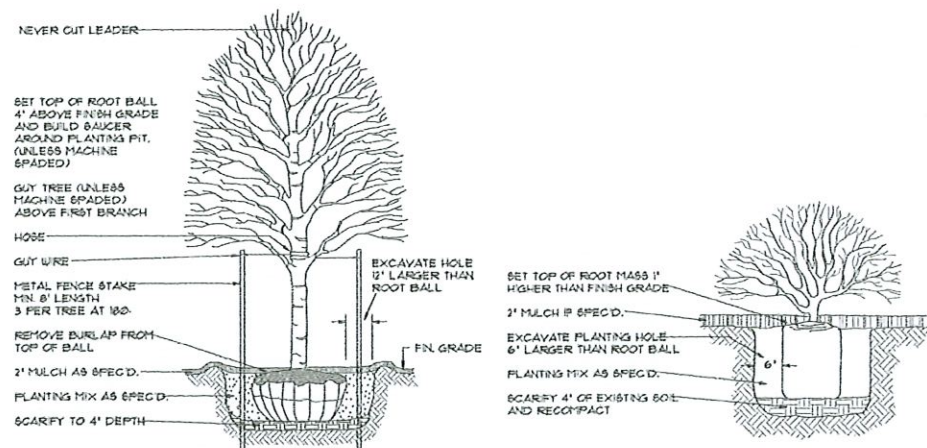
PREPARED BY:
JDJR ENGINEERS & CONSULTANTS, INC.
TSSPE REGISTRATION NUMBER F-8327

ENGINEERS • SURVEYORS • LAND PLANNERS
2500 Texas Drive Suite 100 Irving, Texas 75062
Tel 972-252-5557 Fax 972-252-6553

DATE: 9-10-24
SCALE: 1" = 20'

DRAWN BY: ADL
CHECKED BY: JDJR

SHEET NO.
1 of 1



SHRUB PLANTING DETAIL
NOT TO SCALE

PLANT SCHEDULE					
COMMON NAME	BOTANICAL NAME	QUANTITY	SIZE	SPACING	REMARKS
LIVE OAK	QUERCUS VIRGINIANA "HIGH RISE"	12	3" CAL.	AS SHOWN	BALLED/BURLAP
CREPE MYRTLE	LAGERSTROEMIA INDICA	12	6' MIN HGT.	AS SHOWN	CONTAINER
BERMUDA TURF	CYNADON DACTYLON	13,498 SF.	-	-	HYDROMULCH OR SOLID SOD
MULCH		364 SF.	-	-	MIN. 3" THICK

LANDSCAPE LEGEND

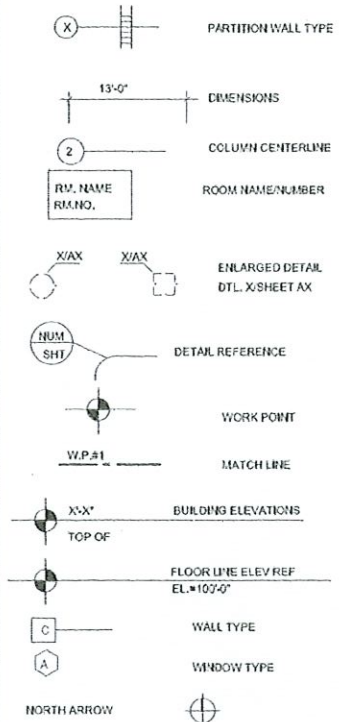
-
-  PROPOSED LIVE OAK TREE
 HIGH RISE LIVE OAK
 PROPOSED CREPE MYRTLE TREE
 BERMUDA TURF
 NON-VEGETATIVE PEROUS SURFACE (MULCH) - 2' WIDE
 PARKING AREA

1. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR IN ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES AND LINE RANS.
2. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL QUANTITIES PER DRAWING AND SPECIFICATIONS BY LANDSCAPE DESIGNER. PLANT QUANTITIES HAVE BEEN PROVIDED AS A CONVENIENCE ONLY TO THE CONTRACTOR AND SHALL NOT BE CONSIDERED ABSOLUTE.
3. ALL BED AREAS SHALL BE ROOTKILLED TO A DEPTH OF 6' ADDING PLANTING SOIL MIXTURE DURING PROCESS. THE LEVEL OF THE BED AREAS SHOULD BE LEFT 3" ABOVE THE PROPOSED FINISHED GRADE TO ALLOW FOR COMPACTION AND SETTLEMENT.
4. AFTER SETTLEMENT AND COMPACTION ALL PLANTING BEDS SHALL RECEIVE A 2" (MIN) LAYER OF SHREDED CYPRESS MULCH.
5. PLANTING SOIL MIXTURE FOR BED AREAS SHALL BE 50% EXISTING SOIL, 10% SHARP SAND 40% 50% CONDITIONER (BACK TO EARTH OR EQUAL).
6. ALL TREES ARE TO BE STAKED AND GUATED THROUGH THE ONE YEAR WARRANTY AT WHICH TIME THE OWNER SHALL DETERMINE IF REMOVAL IS NECESSARY.
7. ALL BED AREAS SHALL BE SEPARATED FROM TURF AREAS USING RYERSON STEEL EDGING.

REVISIONS:	
10-8-24	CITY COMMENTS

SHEET TITLE: LANDSCAPE PLAN PROPOSED OFFICE BUILDING LOT 4 McLAIN ADDITION 2620 N. TRAVIS STREET SHERMAN, TEXAS			
		PREPARED BY: ENGINEERS & CONSULTANTS, INC. TS&E REGISTRATION NUMBER F-6527	
ENGINEERS • SURVEYORS • LAND PLANNERS 2500 Texas Drive Suite 300 Irving, Texas 75062 Tel. 972-252-5357 Fax 972-252-8958			
DATE: 9-10-24	DRAWN BY: ADL	SHEET NO.	
SCALE: 1" = 20'	CHECKED BY: JDJR	L1 of 1	

REFERENCE SYMBOLS



ARRIS DESIGN- BUILD Inc
Phone: (469) 682-5630
gmirak.architect@gmail.com
5103 Nava Drive, Frisco, TX
75034
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EXECUTIVE OFFICE
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OWNER :
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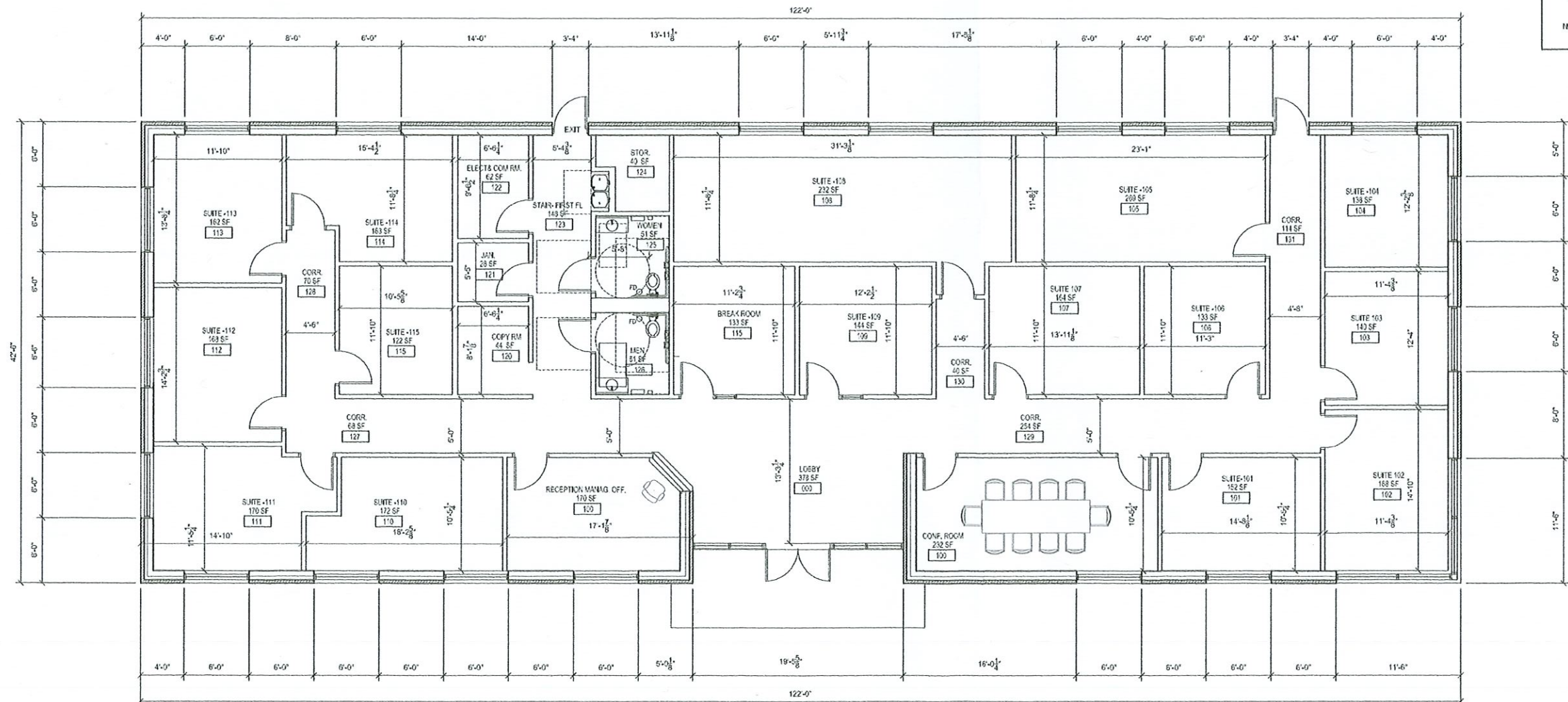
PROPERTY :
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Lot- 4 , 0.782 Acres
Property ID: 407641

SEAL & SIGNATURE:

ISSUES AND REVISIONS

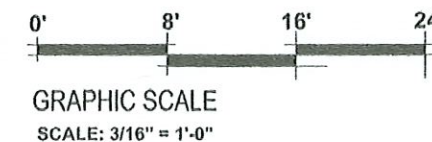
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ISSUE DATE	SEPTEMBER 11th, 2024
ISSUE PACKAGE	ZONING CHANGE - & SITE PLAN SUBMITTAL
SHEET NUMBER	

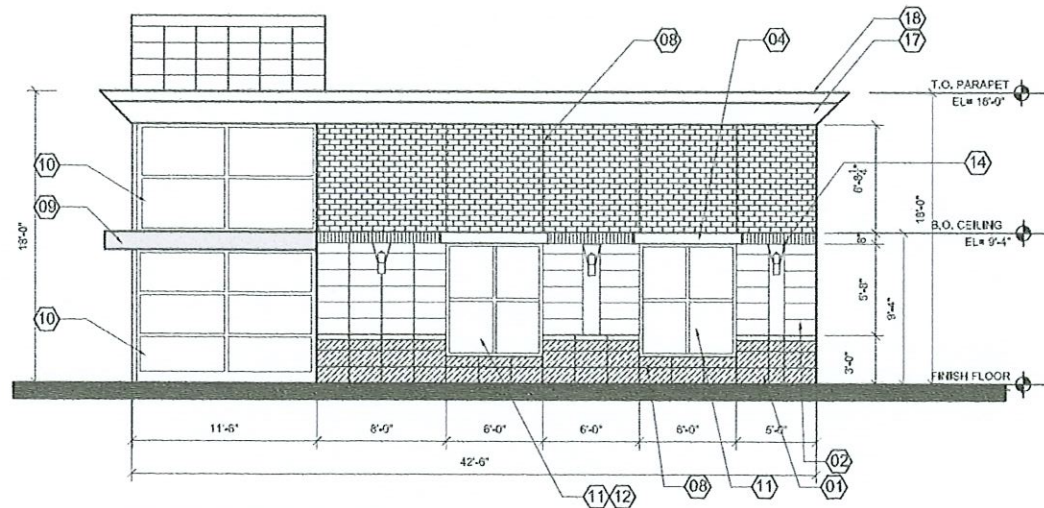
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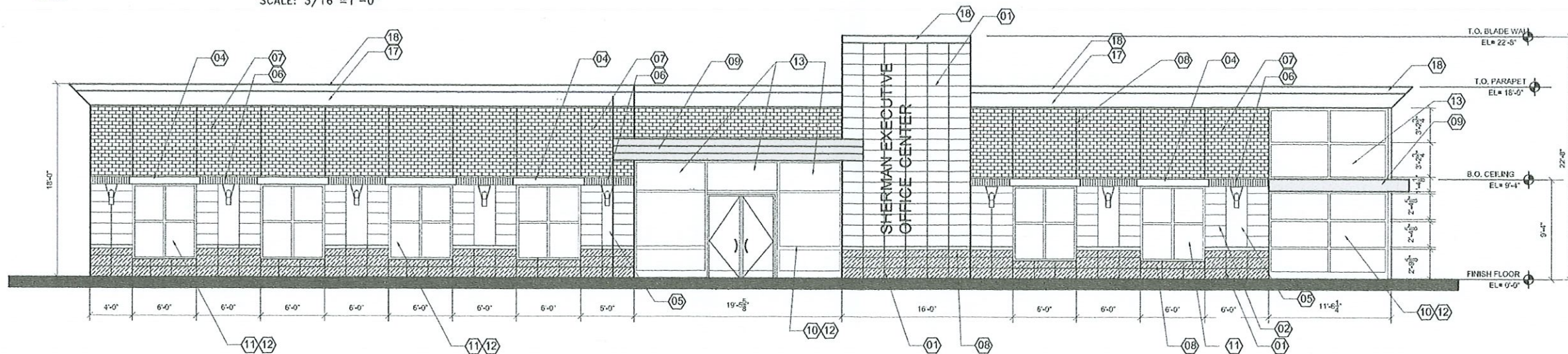
01 PROPOSED FLOOR PLAN

SCALE: 3/16"=1'-0"





02 EAST ELEVATION
SCALE: 3/16"=1'-0"



01 SOUTH ELEVATION
SCALE: 3/16"=1'-0"

FACADE MATERIAL TABULATIONS	
SOUTH ELEVATION	SF. CALCULATION
GLASS (PRIMARY)	657
BRICK (PRIMARY)	608.5
CSMU (PRIMARY)	691
EIFS CROWN (SECONDARY)	222
METAL CANOPY (ACCENT)	50.2
CAST STONE (ACCENT)	27
TOTAL	2,253.7
PRIMARY MATERIAL %	86.7 %
SECONDARY MATERIAL %	9.9%
ACCENT MATERIAL %	3.4%

EAST ELEVATION	
SOUTH ELEVATION	SF. CALCULATION
GLASS (PRIMARY)	269
BRICK MASONRY (PRIMARY)	218.7
CSMU MASONRY (PRIMARY)	184.7
EIFS CROWN (SECONDARY)	89
CAST STONE (ACCENT)	9
OTHER MATERIAL (MTL DOOR)	0
TOTAL	770.4
PRIMARY MATERIAL %	87.2%
SECONDARY MATERIAL %	11.6%
ACCENT MATERIAL %	1.2%
OTHER MATERIAL % (MTL DOOR)	0%

- ### ELEVATION MATERIAL KEYNOTES
- 01 12" X24"X3-5/8" CALCIUM SILICATE MASONRY UNITS (CSMU): ROUGH FACE- BEIGE COLOR
 - 02 12"x24"x 3-5/8" CALCIUM SILICATE MASONRY UNITS (CSMU): SMOOTH FACING- BEIGE COLOR
 - 03 8"x24"X3-5/8" CALCIUM SILICATE MASONRY UNITS (CSMU): SMOOTH FACING
 - 04 CAST STONE WINDOW HEAD AND SEAL
 - 05 CAST STONE MEDALLION
 - 06 2-3/8"x3-5/8"x7-5/8" BRICK SOLDER COURSING, TYPE SW, COLOR: RED
 - 07 2-3/8"x3-5/8"x7-5/8" BRICK COURSING, BOND BEAM, TYPE SW, COLOR: YELLOW
 - 08 3/8" BRICK VERTICAL CONTROL JOINTS
 - 09 PREFINISHED METAL CANOPY SYSTEM- COLOR: DARK GRAY
 - 10 CLEAR ANODIZED PRE-FINISHED ALUMINUM STOREFRONT AND DOOR SYSTEM
 - 11 CLEAR ANODIZED ALUM WINDOW
 - 12 DOUBLE LAYER INSULATED LOW-E GLASS- CLEAR
 - 13 DOUBLE LAYER INSULATED LOW-E GLASS- COLOR: GREEN
 - 14 DECORATIVE EXTERIOR LIGHT FIXTURE (DOWNWARD LIGHTING ONLY)
 - 15 3'x7' H.M. DOOR EXIT DOOR
 - 16 GUTTERS AND DOWNSPOUTS
 - 17 EIFS FINISH DECORATIVE CROWN- COLOR: LIGHT GRAY
 - 18 PARAPET METAL COPING - COLOR: DARK GRAY



ARCHITECT :

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Architecture
Planning
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EXECUTIVE OFFICE
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Flower Mound,
TX 75077

PROPERTY :
Sub-Division Info.:
McIn Addition - Lot 2R-
Lot- 4 , 0.782 Acres
Property ID: 407641

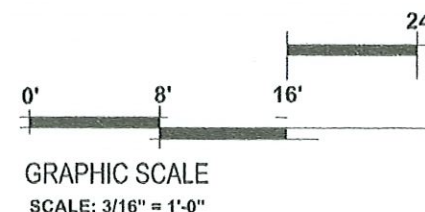
SEAL & SIGNATURE:



ISSUES AND REVISIONS

SHEET TITLE
ELEVATIONS
ISSUE DATE
SEPTEMBER 11th, 2024
ISSUE DATE
ZONING CHANGE - &
PACKAGE SITE PLAN SUBMITTAL
SHEET NUMBER

A3.01



FACADE MATERIAL TABULATIONS	
NORTH ELEVATION	SF. CALCULATION
GLASS (PRIMARY)	294
CSMU- MASONRY (PRIMARY)	334.7
BRICK (PRIMARY)	1,225
EIFS CROWN (SECONDARY)	247.3
CAST STONE (ACCENT)	32
METAL CANOPY (ACCENT)	10.6
OTHER MATERIAL (METAL DOOR)	42
TOTAL	2,185
PRIMARY MATERIAL %	84.8%
SECONDARY MATERIAL %	11.3%
ACCENT MATERIAL %	2.0%
OTHER MATERIAL % (EXTERIOR DOOR)	1.9%

FACADE MATERIAL TABULATIONS	
WEST ELEVATION	SF. CALCULATION
GLASS (PRIMARY)	126
CSMU- MASONRY (PRIMARY)	241
BRICK (PRIMARY)	299
EIFS CROWN (SECONDARY)	89
METAL CANOPY (ACCENT)	0
CAST STONE (ACCENT)	14
TOTAL	769
PRIMARY MATERIAL %	86.61 %
SECONDARY MATERIAL %	11.57 %
ACCENT MATERIAL %	1.82 %

- ELEVATION MATERIAL KEYNOTES
- 01

12" X24"X3-5/8" CALCIUM SILICATE MASONRY UNITS (CSMU): ROUGH FACE- BEIGE COLOR
- 02

12"x24"x 3-5/8" CALCIUM SILICATE MASONRY UNITS (CSMU): SMOOTH FACING- BEIGE COLOR
- 03

8"x24"X3-5/8" CALCIUM SILICATE MASONRY UNITS (CSMU): SMOOTH FACING
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- 09

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- 10

CLEAR ANODIZED PRE-FINISHED ALUMINUM STOREFRONT AND DOOR SYSTEM
- 11

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DOUBLE LAYER INSULATED LOW-E GLASS- CLEAR
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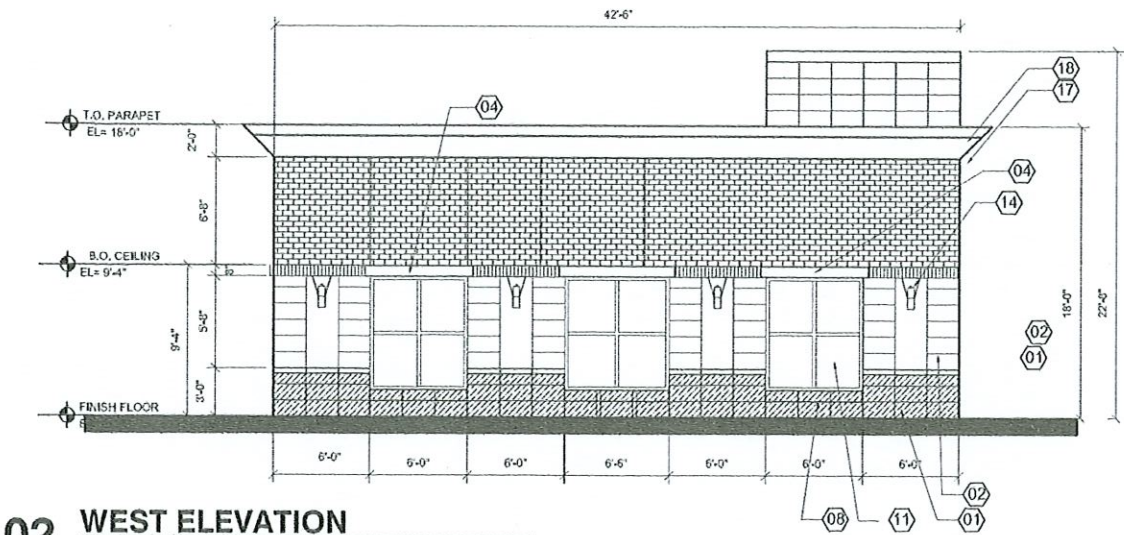
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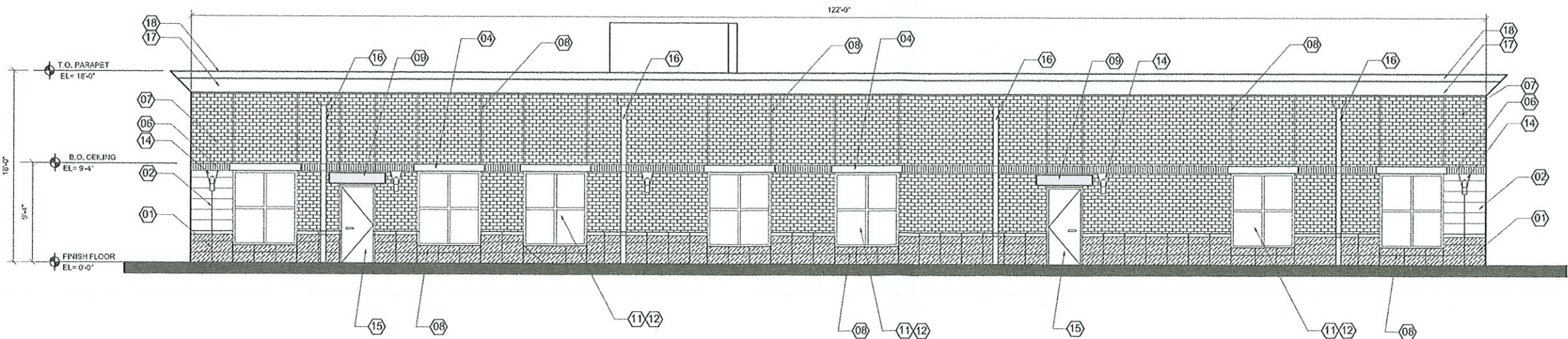
ISSUES AND REVISIONS

BUILDING ELEVATIONS	
SHEET TITLE	
ISSUE DATE	SEPTEMBER 11th, 2024
ISSUE PACKAGE	ZONING CHANGE - & SITE PLAN SUBMITTAL
SHEET NUMBER	

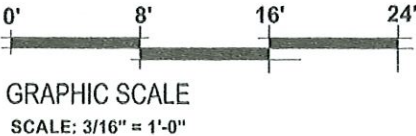
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02 WEST ELEVATION
SCALE: 3/16"=1'-0"



01 NORTH ELEVATION
SCALE: 3/16"=1'-0"





City Council Regular Meeting

Agenda Item No. D.2.

Meeting Date: 12/16/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6791

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 8.441 acres being in the Smith McGlothin Survey, Abstract No. 808 and the J.B. McAnair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas, Located at 2105 Texoma Parkway and 2030 Texoma Drive, Heretofore C-2 (General Commercial) District; Rezoning And Placing The Tract In The C-1 (Retail Business) District Zoning Classification, Grow Sherman Realty, LLC (Owner), Nilesch Golakia (Representative) and Bluestar Surveying, LLC (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 8.441 acres of land located at 2105 Texoma Parkway and 2030 Texoma Drive from a C-2 (General Commercial) District to a C-1 (Retail Business) District.

Background:

The property is located at 2105 Texoma Parkway and 2030 Texoma Drive between East Taylor Street and East Mildred Street. The owner is requesting a Zone Change from a C-2 (General Commercial) District to a C-1 (Retail Business) District.

This hotel is currently operated as the Lone Star Inn and has recently changed ownership. As part of the ownership change, staff has recommended that the new owners remove nonconforming items and get a zone change and a specific use permit. The new owners have been cooperating with staff in complying with the current building and zoning codes.

The following has been approved for this location:

- 3/14/2000 – Specific Use Permit to allow a private club in a C-2 (General Commercial) District
- 6/13/1961 – Exception to allow an apartment house on a lot with frontage less than 100' wide

Origination:

Grow Sherman Realty, LLC (Owner), Nilesch Golakia (Representative) and Bluestar Surveying, LLC (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the November 19, 2024 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6791
2. Exhibit A - Survey & Site Plan
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Signs
7. Elevations
8. Staff Review Letter

ORDINANCE NO. 6791

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 8.441 ACRES BEING IN THE SMITH MCGLOTHIN SURVEY, ABSTRACT NO. 808 AND THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 2105 TEXOMA PARKWAY AND 2030 TEXOMA DRIVE, HERETOFORE C-2 (GENERAL COMMERCIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-1 (RETAIL BUSINESS) DISTRICT ZONING CLASSIFICATION, GROW SHERMAN REALTY, LLC (OWNER), NILESH GOLAKIA (REPRESENTATIVE) AND BLUESTAR SURVEYING, LLC (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 2105 Texoma Parkway and 2030 Texoma Drive and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the C-1 (Retail Business) 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.

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INTRODUCED on this the 16th day of December 2024.

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CITY OF SHERMAN, TEXAS

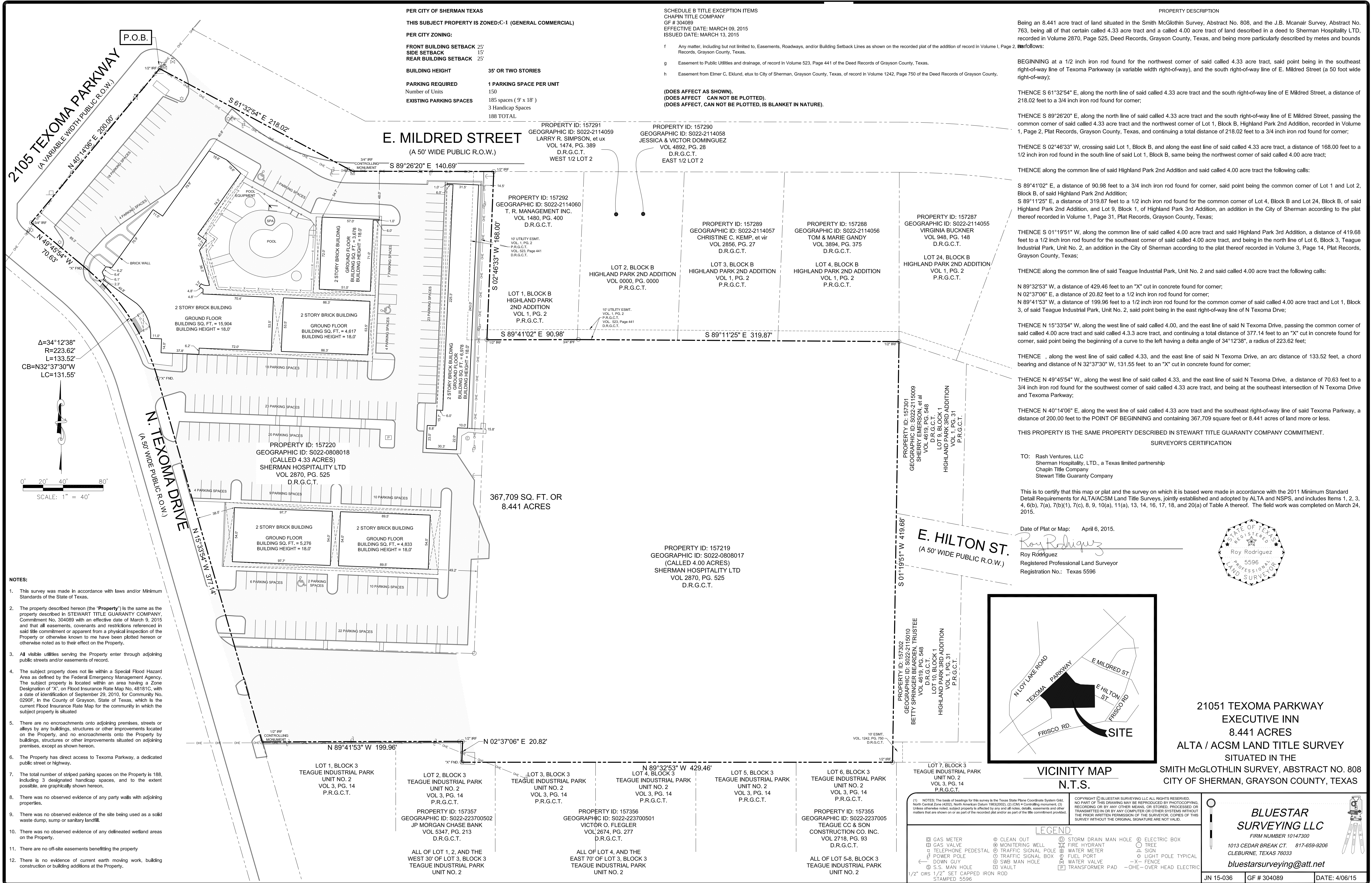
BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

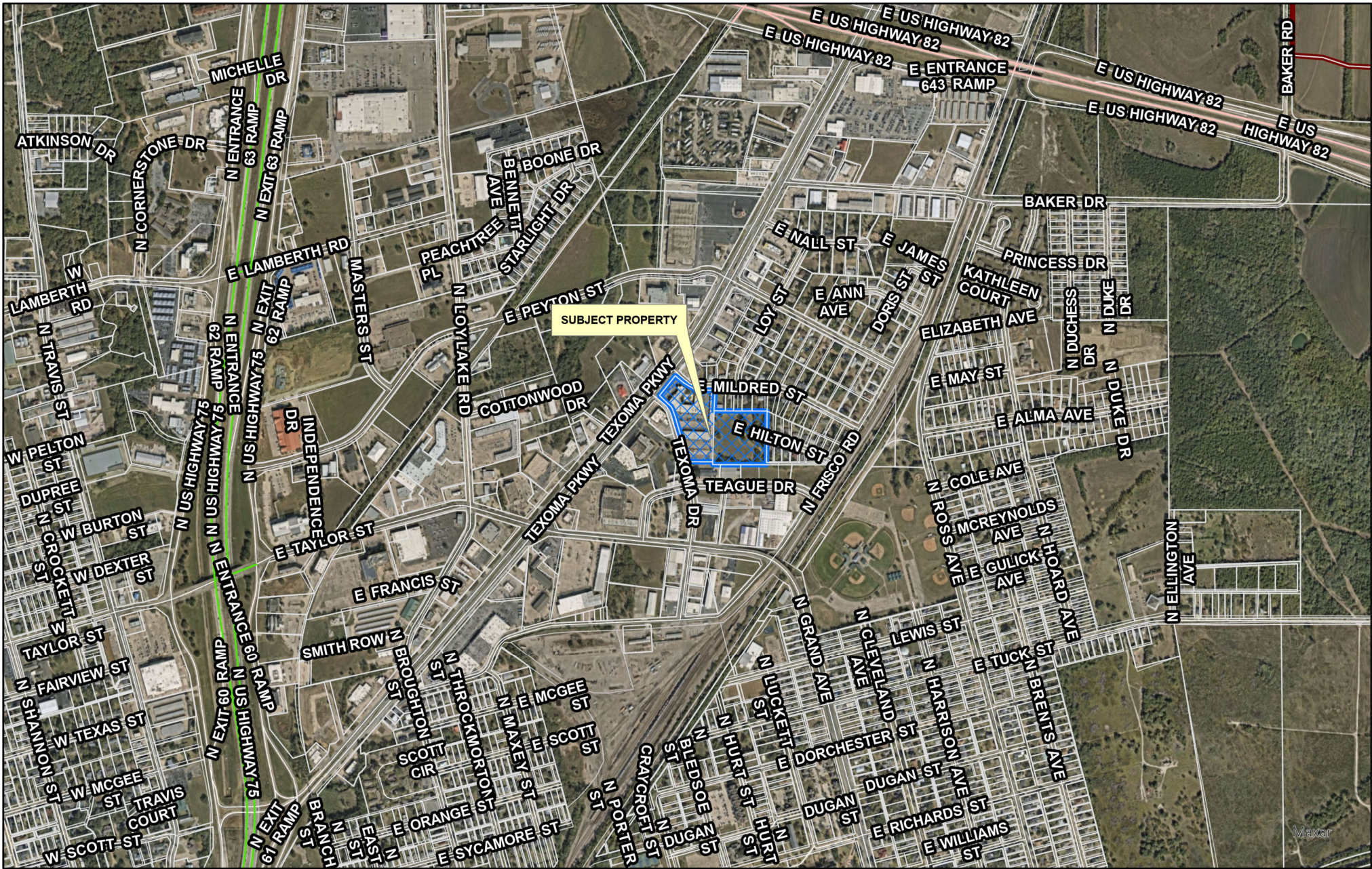
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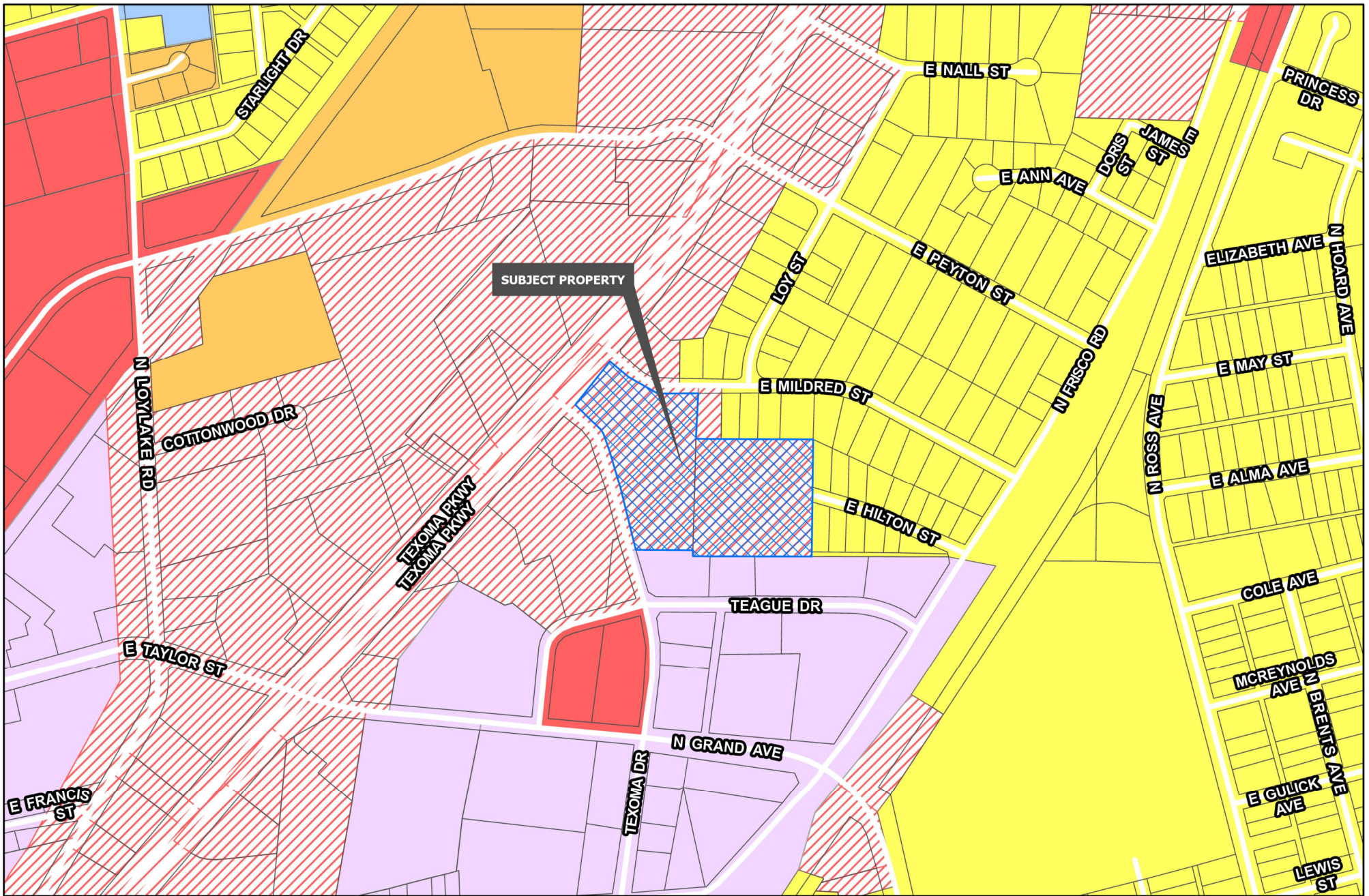
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City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
2105 TEXOMA PKWY
& 2030 TEXOMA DR





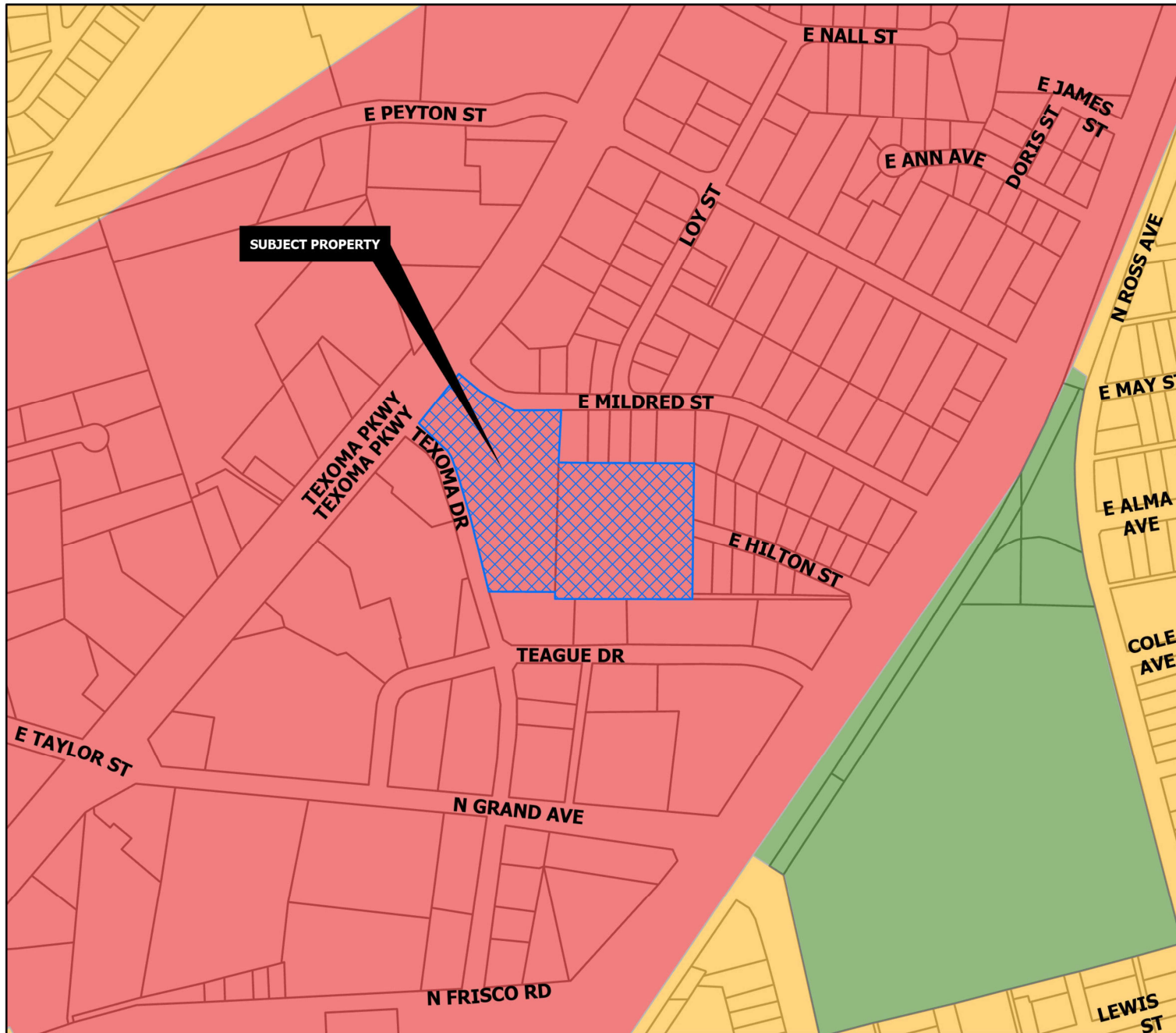
Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services
Department

- | | | |
|--------------------------------|--------------------------------|----------------------------|
| R-A Residential Agricultural | MF-15 Multi-Family Residential | M-1.5 Medium Manufacturing |
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| R-4 Patio Home Residential | C-1 Retail Business | |
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CITY OF SHERMAN
ZONING MAP
2105 TEXOMA PKWY
& 2030 TEXOMA DR





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.

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- High density residential is appropriate behind commercial areas, with inter-connectivity.
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Development Services
Department

Agriculture/Rural	Core Neighborhood	Technology Hub
Airport	Downtown	Planning & Zoning
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Community Commercial	Suburban Neighborhood	

CITY OF SHERMAN
FUTURE LAND USE MAP
2105 TEXOMA PKWY
& 2030 TEXOMA DR





Sherman
CLASSIC TOWN. BROAD HORIZON.

NOTICE OF
PROPOSED ZONE CHANGE
AND SPECIFIC USE PERMIT
REQUEST

PROJECT #: 24-005333

Planning & Zoning Map: 

FOR MORE INFORMATION
CONTACT:
DEVELOPMENT SERVICES
903-892-7229

11/4/2024 AT 6:57 P.M.





Sherman
COMMUNITY DEVELOPMENT SERVICES
NOTICE OF
PROPOSED ZONE CHANGE
AND SPECIFIC USE PERMIT
REQUEST
PROJECT #: 24-005333
Planning & Zoning Map:  FOR MORE INFORMATION
CONTACT:
DEVELOPMENT SERVICES
903-882-1229

















STAFF REVIEW LETTER

November 12, 2024

Sent via Email

Nilesh Golakia
2105 Texoma Parkway
Sherman, TX 75090

Dear Applicants,

The request of a Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow Hotel or motel in a C-1 (Retail Business) District located at 2105 Texoma Parkway and 2030 Texoma Drive has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, November 19, 2024, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). (*Code of Ordinances Chapter 3.02(c)*)
3. Permanent residents are not permitted. Hotel guests may not stay longer than 30 days.
4. The Owner/applicant must apply for the required plat no later than 90 days from November 19, 2024.
5. The property must be properly maintained in a state of good repair and neat appearance.
6. 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.
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. 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 Nilesh Golakia is the owner or lessee of the Property.
9. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded on the first anniversary of the effective date identified below, unless earlier terminated, rescinded, extended or renewed by separate action of the City Council. The owner of the property subject to the Specific Use Permit must receive City Council approval of an application to extend or renew the Specific Use Permit prior to the expiration thereof.
10. 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)*)
11. 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.

12. 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

13. Platting of the property is required. Code of Ordinances Chapter 10.01.005; Texas Local Government Code Title 1, Sec. 212.004
14. 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)
15. Privately owned and maintained detention in accordance with City criteria may be required upon development of remainder of property. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. Code of Ordinances Chapter 10.03.006; Engineering Design Standards Manual Sec. 4.18

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



City Council Regular Meeting

Agenda Item No. D.3.

Meeting Date: 12/16/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6792

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow a Hotel or Motel in a C-1 (Retail Business) District, Located At 2105 Texoma Parkway and 2030 Texoma Drive, Consisting of 8.441 acres being in the Smith McGlothin Survey, Abstract No. 808 and the J.B. McAnair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas Grow Sherman Realty, LLC (Owner), Nilesh Golakia (Representative) and Bluestar Surveying, LLC (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Specific Use Permit for 8.441 acres of land located at 2105 Texoma Parkway and 2030 Texoma Drive to Allow a Hotel or motel in a C-1 (Retail Business) District.

Background:

The property is located at 2105 Texoma Parkway and 2030 Texoma Drive between East Taylor Street Road and East Mildred Street. The owner is requesting a Specific Use Permit to allow a Hotel and motel use in a C-1 (Retail Business) District.

This hotel is currently operated as the Lone Star Inn and has recently changed ownership. As part of the ownership change, staff has recommended that the new owners remove nonconforming items and get a zone change and a specific use permit. The new owners have been cooperating with staff in complying with the current building and zoning codes.

The following has been approved for this location:

- 3/14/2000 – Specific Use Permit to allow a private club in a C-2 (General Commercial) District
- 6/13/1961 – Exception to allow an apartment house on a lot with frontage less than 100' wide

Origination:

Grow Sherman Realty, LLC (Owner), Nilesh Golakia (Representative) and Bluestar Surveying, LLC (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the November 19, 2024 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Specific Use Permit be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6792
2. Exhibit A - Survey & Site Plan
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Signs
7. Elevations
8. Staff Review Letter

ORDINANCE NO. 6792

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 HOTEL OR MOTEL IN A C-1 (RETAIL BUSINESS) DISTRICT, LOCATED AT 2105 TEXOMA PARKWAY AND 2030 TEXOMA DRIVE, CONSISTING OF 8.441 ACRES BEING IN THE SMITH MCGLOTHIN SURVEY, ABSTRACT NO. 808 AND THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS GROW SHERMAN REALTY, LLC (OWNER), NILESH GOLAKIA (REPRESENTATIVE) AND BLUESTAR SURVEYING, LLC (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property located at 2105 Texoma Parkway and 2030 Texoma Drive, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to a Hotel or motel, 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 on **Exhibit A – Survey/Site Plan.**

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. (Code of Ordinances Chapter 3.02(c))
3. Permanent residents are not permitted. Hotel guests may not stay longer than 30 days.
4. The property must be properly maintained in a state of good repair and neat appearance.
5. The use of the property must comply with all Federal and State Laws and Regulations and with all the Ordinances, Rules and Regulations of the City of Sherman.
6. The granting of the Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
7. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded on the first anniversary of the effective date identified below, unless earlier terminated, rescinded, extended or renewed by separate action of the City Council. The owner of the property subject to the Specific Use Permit must receive City Council approval of an application to extend or renew the Specific Use Permit prior to the expiration thereof.
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. 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.
10. 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.

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11. Platting of the property is required. Code of Ordinances Chapter 10.01.005; Texas Local Government Code Title 1, Sec. 212.004
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Additional Conditions:

14. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit A**.
15. 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 Nilesh Golakia is the lessee of the Property.
16. The Owner/applicant must apply for the required plat no later than 90 days from November 19, 2024.

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.

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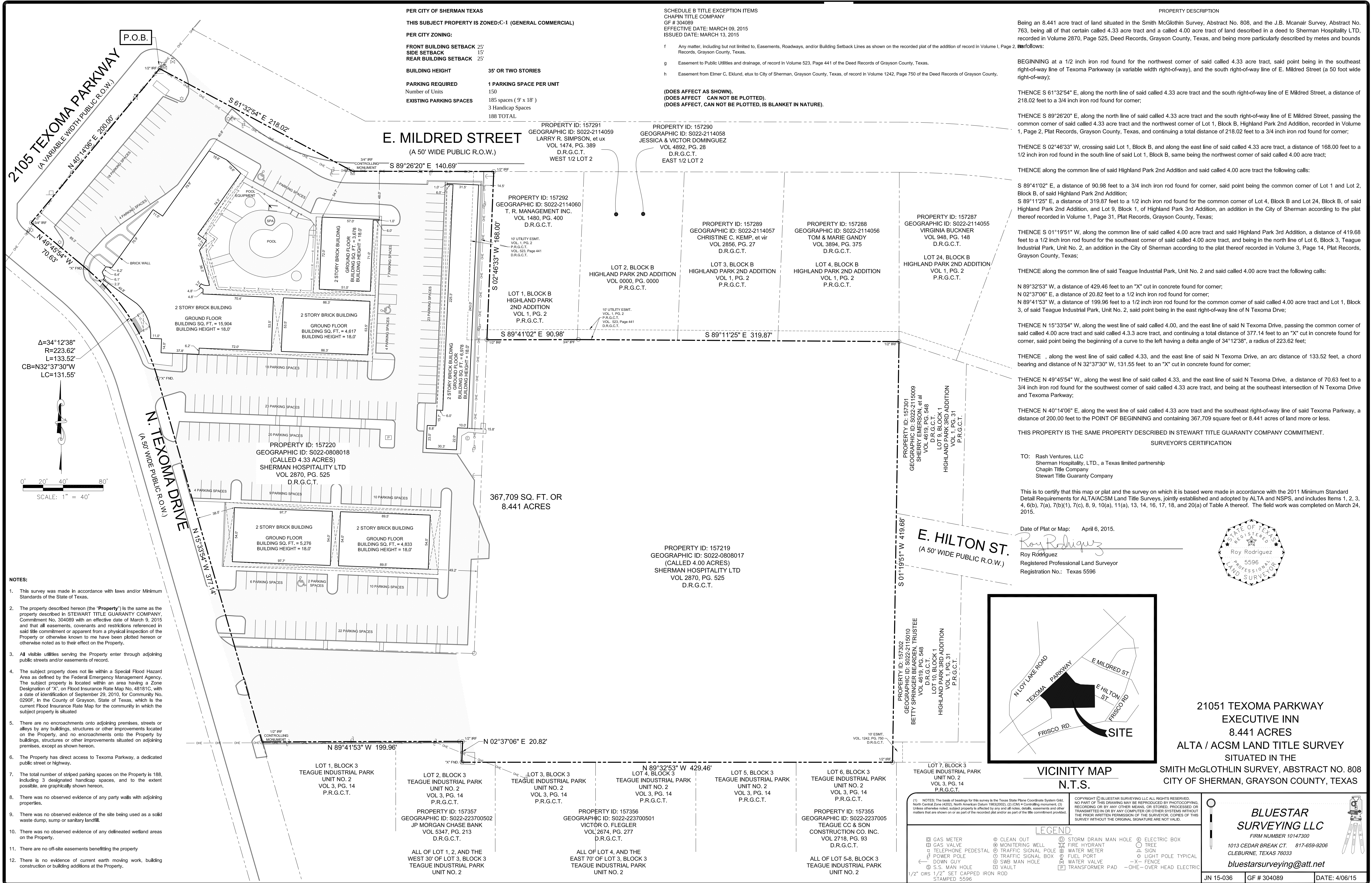
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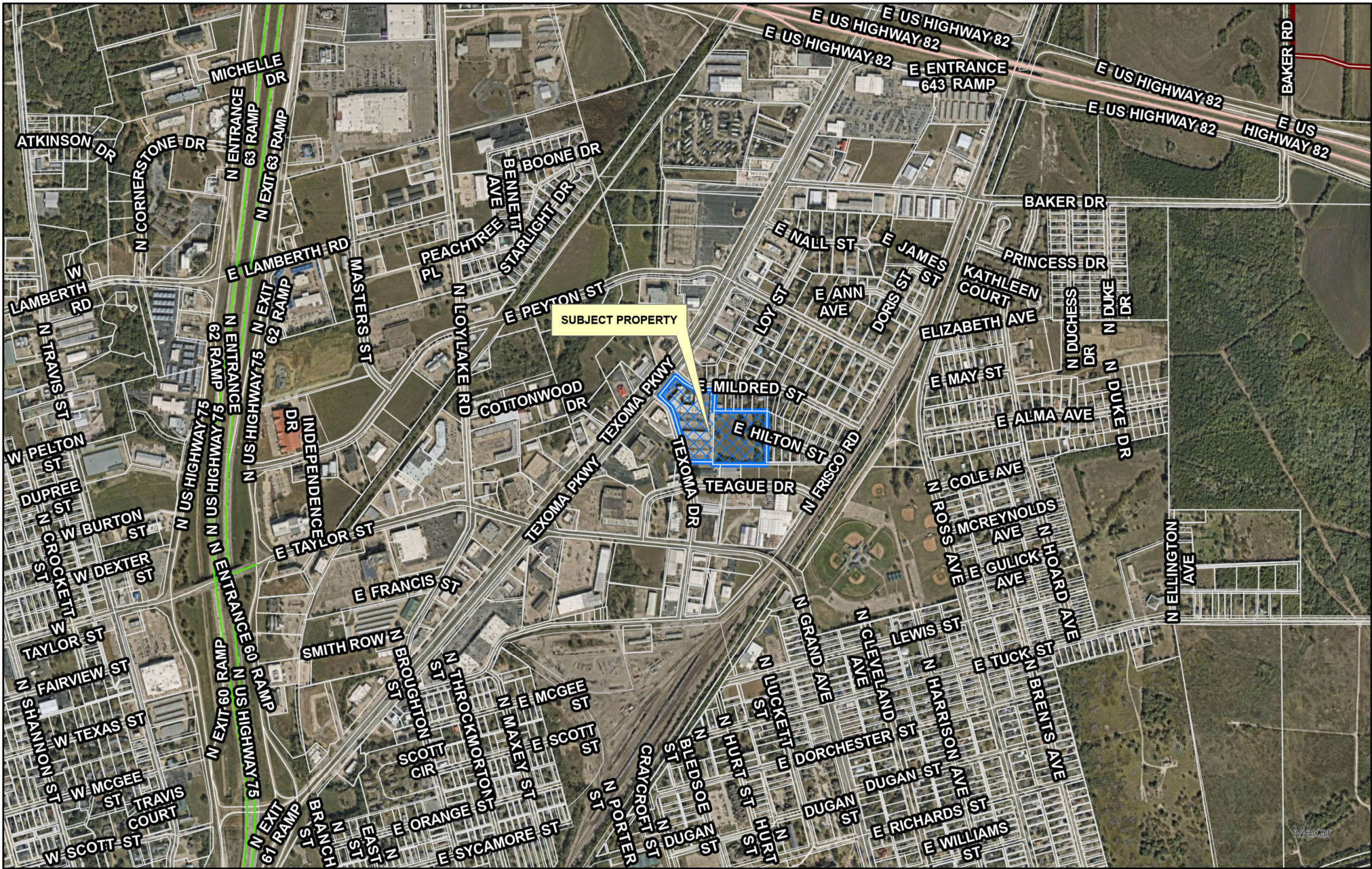
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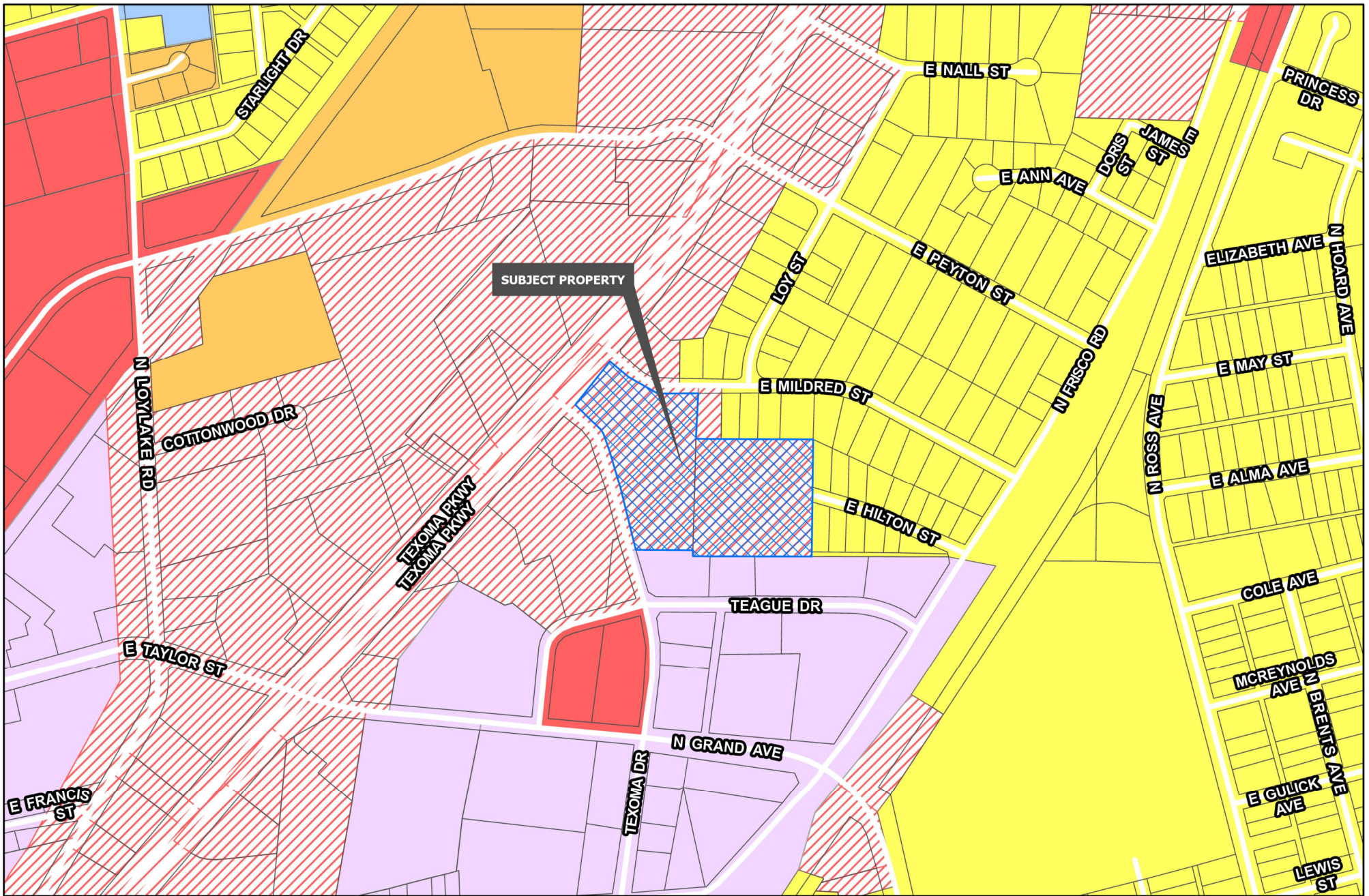
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City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
2105 TEXOMA PKWY
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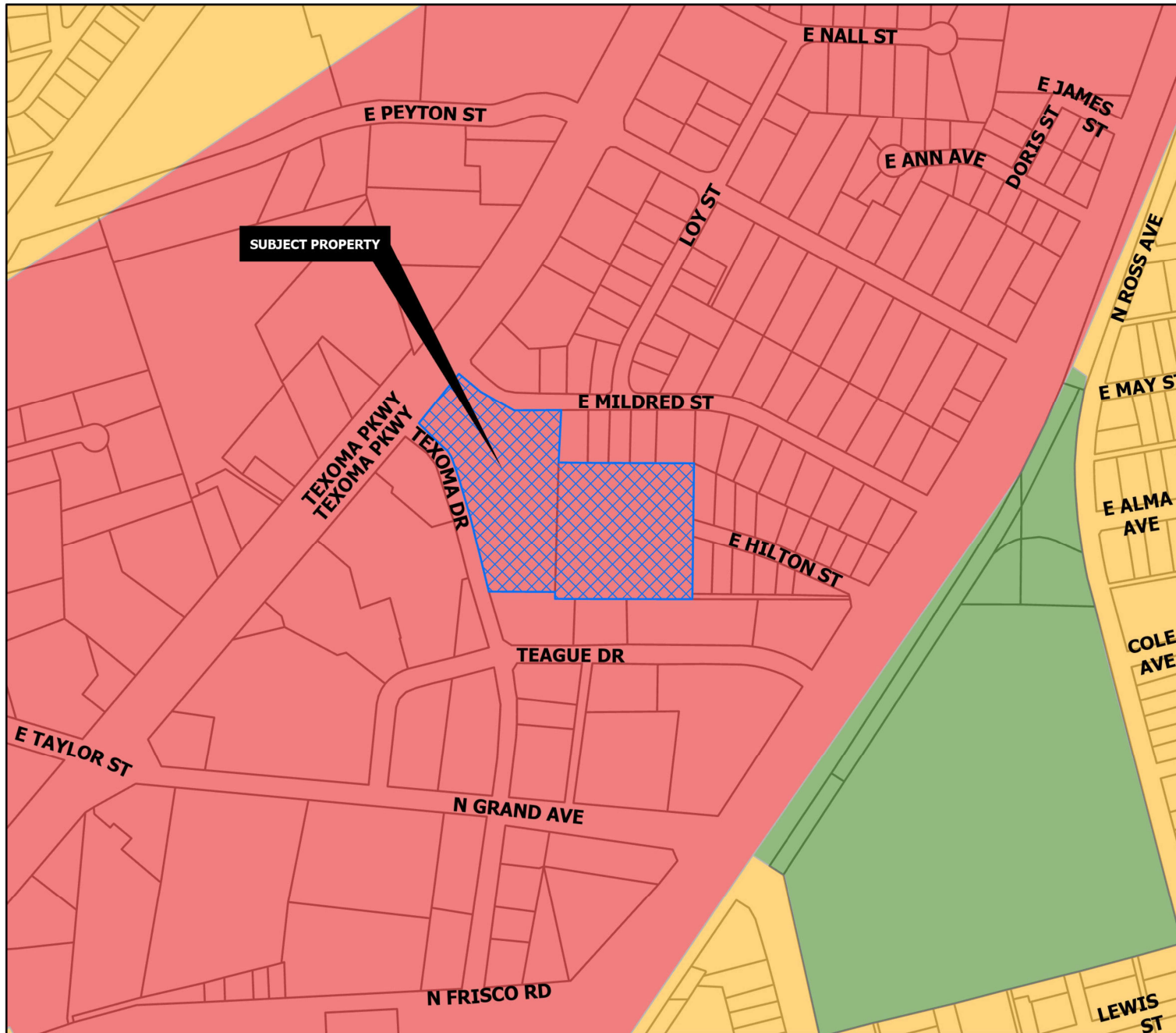
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CITY OF SHERMAN
FUTURE LAND USE MAP
2105 TEXOMA PKWY
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NOTICE OF
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PROJECT #: 24-005333

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11/4/2024 AT 6:57 P.M.





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11/4/2024 AT 6:57 P.M.

















STAFF REVIEW LETTER

November 12, 2024

Sent via Email

Nilesh Golakia
2105 Texoma Parkway
Sherman, TX 75090

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9. Notwithstanding anything to the contrary herein, the Specific Use Permit granted in this Ordinance shall automatically expire, terminate and be rescinded on the first anniversary of the effective date identified below, unless earlier terminated, rescinded, extended or renewed by separate action of the City Council. The owner of the property subject to the Specific Use Permit must receive City Council approval of an application to extend or renew the Specific Use Permit prior to the expiration thereof.
10. 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)*)
11. 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.

12. 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

13. Platting of the property is required. Code of Ordinances Chapter 10.01.005; Texas Local Government Code Title 1, Sec. 212.004
14. 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)
15. Privately owned and maintained detention in accordance with City criteria may be required upon development of remainder of property. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. Code of Ordinances Chapter 10.03.006; Engineering Design Standards Manual Sec. 4.18

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



City Council Regular Meeting

Agenda Item No. D.4.

Meeting Date: 12/16/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6793

Repealing Ordinance No. 6535, and Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, Granting A Specific Use Permit To Allow Mini-Warehouse in a C-2 (General Commercial) District Located At 4312 and 4316 Texoma Parkway, Consisting of 12.125 acres being a part of the W.S. Patterson Survey, Abstract No. 969 and being all of Lots 1R and 2R in the Replat of Sidney Heights Additions and Lot 1, Replat of Part of Block Four of the Replat of Midway Mall, City Of Sherman, Grayson County, Texas 4312 Texoma Parkway, LP (Owner), Roderick Tatchio (Representative) and Preston Trail Land Surveying (Surveyor), Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Repealing Ordinance 6535 and Consideration of a Specific Use Permit for 12.125 acres of land located at 4312 and 4316 Texoma Parkway to Allow A Mini-Warehouse in a C-2 (General Commercial) District.

Background:

The property is located at 4312 and 4316 Texoma Parkway at the corner of Frisco Road and Texoma Parkway. The owner is requesting a Site Plan and Specific Use Permit to allow Mini-Warehouse in a C-2 (General Commercial) District and repeal Ordinance No. 6535.

The property currently has 62,038 square feet of mini-warehouse space. The request includes an expansion of the existing mini-warehouse use to provide an additional 10,000 square feet of warehouse space for a total of 72,038 square feet of mini-warehouse.

The following has been approved for this location:
4312 Texoma Parkway

- 12/12/2000 - Specific Use Permit to allow living quarters in a C-2 (General Commercial) District
- 6/11/2002 - Variance to allow a 10' truck barrier with a 7' front setback in lieu of 25' required in a C-2 (General Commercial) District
- 2/22/2011 - Specific Use Permit to allow the conversion of the self service portion of an existing carwash into a Climate Controlled Storage Facility in an M-1 (Light Manufacturing) District
- 5/17/2016 - Site plan approval for an additional storage facility for Mandy's Mini Storage
- 6/20/2017 - Variance to allow a 6' wrought iron fence on the front property line along Texoma Parkway in lieu of the required 25' in a M-1 (Light Manufacturing) District.
- 9/20/2022 - Variance under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow 20 parking spaces for a Mini-Warehouse in lieu of the required 60 spaces in a C-2 (General Commercial) District.
- 9/20/2022 - Zone Change approval under Ordinance No. 2280, Section 12, from an M-1 (Light Manufacturing) District to a C-2 (General Commercial) District.

- 9/20/2022 - Specific Use Permit and Site Plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a Mini-Warehouse in a C-2 (General Commercial) District.
- 9/20/2022 - Replat approval of Mandy's Addition.

4316 Texoma Parkway

- 11/18/2014 – Exception to allow a metal siding exterior facade in lieu of the required masonry, brick, stone, EFIS (Exterior Finish Insulation System) or concrete lap siding for a 10-unit storage facility in a C-2 (General Commercial) District.

Origination:

4312 Texoma Parkway, LP (Owner), Roderick Tatchio (Representative) and Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the November 19, 2024 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Specific Use Permit be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6793
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. Comment Response Letter
10. Elevations
11. Ordinance 6535
12. Staff Review Letter

ORDINANCE NO. 6793

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, REPEALING ORDINANCE NO. 6535, AND AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, GRANTING A SPECIFIC USE PERMIT TO ALLOW MINI-WAREHOUSE IN A C-2 (GENERAL COMMERCIAL) DISTRICT LOCATED AT 4312 AND 4316 TEXOMA PARKWAY, CONSISTING OF 12.125 ACRES BEING A PART OF THE W.S. PATTERSON SURVEY, ABSTRACT NO. 969 AND BEING ALL OF LOTS 1R AND 2R IN THE REPLAT OF SIDNEY HEIGHTS ADDITIONS AND LOT 1, REPLAT OF PART OF BLOCK FOUR OF THE REPLAT OF MIDWAY MALL, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS 4312 TEXOMA PARKWAY, LP (OWNER), RODERICK TATCHIO (REPRESENTATIVE) AND PRESTON TRAIL LAND SURVEYING (SURVEYOR), PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That Ordinance No. 6535 is hereby repealed in its entirety and replaced by this Ordinance. The effective date of the repeal discussed in this Section shall not occur until the effective date of this Ordinance, at which time Ordinance No. 6535 shall be repealed. Such repeal shall not abate any pending prosecution or lawsuit or prevent any prosecution or lawsuit from being commenced for any violation of Ordinance No. 6535 occurring before the effective date of this Ordinance.

SECTION 2. That, from and after the effective date of this Ordinance, the property as described on **Exhibit A – Survey**, located at 4312 and 4316 Texoma Parkway, City of Sherman,

Grayson County, Texas, is/are granted a Specific Use Permit for a Mini-Warehouse, 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 on **Exhibit A – Survey**.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. (Code of Ordinances Chapter 3.02(c))
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (Sec. 14.04.004)
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (Article 14.07)
5. Impact fees will be required at the time of building permit application. (Chapter 13, Article. 13.11)
6. The property must be properly maintained in a state of good repair and neat appearance.
7. There shall be no outdoor storage.
8. 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.
9. 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.
10. 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))
11. 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.
12. 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:

13. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. Code of Ordinances Chapter 10.03.006; Engineering Design Standards Manual Sec. 4.18

14. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be found in the Development Guide on the City of Sherman website. Code of Ordinances Chapter 10.04; Engineering Design Standards Manual Sec. 1.9

Solid Waste:

15. The dumpster enclosure must be included on the site plan and shall adhere to the zoning ordinance. (Sec. 14.04.004(4))

Additional Conditions:

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

SECTION 4. 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 5. 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 6. 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 7. 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 8. 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 9. 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 10. 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 11. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

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

INTRODUCED on this the 16th day of December 2024.

ADOPTED on this the 16th day of December 2024.

EFFECTIVE DATE on this the 16th day of December 2024.

CITY OF SHERMAN, TEXAS

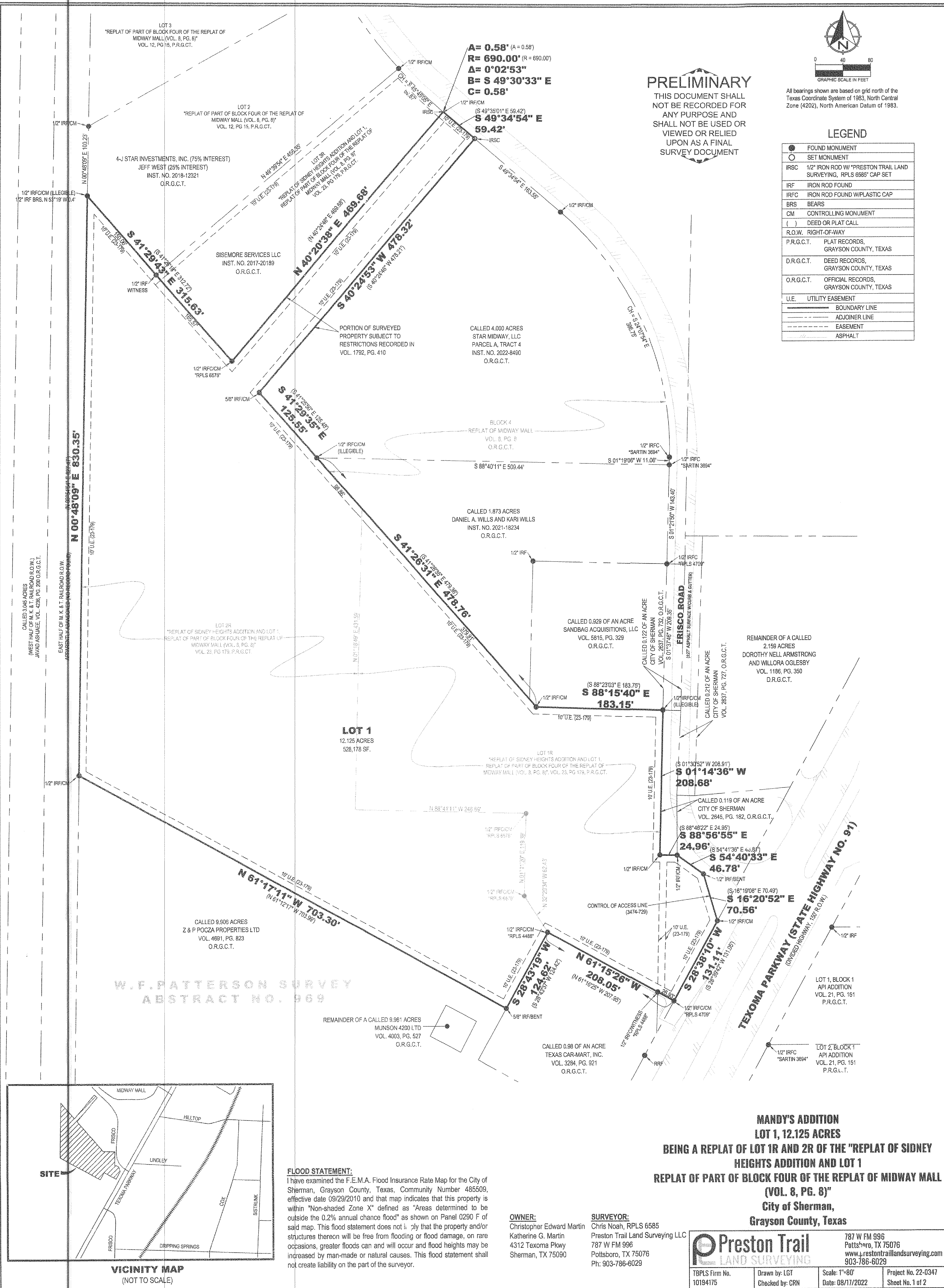
BY: _____
SHAWN TEAMANN, MAYOR

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



STATE OF TEXAS §
COUNTY OF GRAYSON §

OWNER'S CERTIFICATE

WHEREAS CHRISTOPHER EDWARD MARTIN AND KATHERINE G. MARTIN is the owners of BEING all of that certain tract or parcel of land situated in the W.F. Patterson Survey, Abstract No. 969, City of Sherman, Grayson County, Texas, and being all of Lots 1R and 2R in the "Replat of Sidney Heights Addition and Lot 1, Replat of Part of Block Four of the Replat of Midway Mall (Vol. 8, Pg. 8)" according to the plat thereof recorded in Volume 23, Plat Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with illegible plastic cap found for the northern-most northeast corner of said Lot 1R, common to the southeast corner of a called 0.929 of an acre tract of land described in the deed to Sandbag Acquisitions, LLC, recorded in Volume 5815, Page 329, Official Records of Grayson County, Texas, common the southwest corner of a called 0.122 of an acre tract of land described in the deed to City of Sherman recorded in Volume 2637, Page 732, Official Records of Grayson County, Texas, and common to the northwest corner of a called 0.119 of an acre tract of land described in the deed to City of Sherman recorded in Volume 2645, Page 182, said Official Records, and on the westerly line of Frisco Road;

THENCE in a southerly direction with the easterly line of said Lot 1R, and with the westerly line of said Frisco Road, the following Four (4) courses:

1. South 01°14'36" West, with the westerly line of said 0.119 acre tract, a distance of 208.68 feet to a 1/2-inch iron rod found for corner;
2. South 88°56'55" East, a distance of 24.96 feet to a 1/2-inch iron rod found for corner;
3. South 54°40'33" East, a distance of 46.78 feet to a bent 1/2-inch iron rod found for corner;
4. South 16°20'52" East, a distance of 70.56 feet to a 1/2-inch iron rod found for corner on the westerly right-of-way line of Texoma Parkway (State Highway No. 91)

THENCE South 28°38'10" West, continuing with the easterly line of said Lot 1R, and with the westerly right-of-way line of Texoma Parkway, a distance of 131.11 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 4709" found for the southeast corner of said Lot 1R;

THENCE North 61°15'26" West, with the southerly line of said Lot 1R, passing en route at a distance of 26.93 feet a 1/2-inch iron rod with plastic cap stamped "RPLS 4488" found for the northeast corner of a called 0.98 of an acre tract of land described in the deed to Texas Car-Mart, Inc., recorded in Volume 3284, Page 921, said Official Records, and continuing on said course a total distance of 208.05 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 4488" found for the southwest corner of said Lot 1R, common to the northwest corner of said 0.98 acre tract, and common to a salient corner on the easterly line of aforesaid Lot 2R;

THENCE South 28°43'19" West, with an easterly line of said Lot 2R, and with the westerly line of said 0.98 acre tract, a distance of 124.62 feet to a bent 5/8-inch iron rod found for the southeast corner of said Lot 2R, common to the northern-most northeast corner of a called 9.906 acre tract of land described in the deed to Z & P Poczta Properties LTD., recorded in Volume 4891, Page 823, said Official Records;

THENCE North 61°17'11" West, with the southerly line of said Lot 2R, and with the northerly line of said 9.906 acre tract, a distance of 703.30 feet to a 1/2-inch iron rod found for the southwest corner of said Lot 2R, common to the northwest corner of said 9.906 acre tract, and on the easterly line of the abandoned M. K. & T. Railroad Right-of-way (no record found);

THENCE North 00°48'09" East, with a westerly line of said Lot 2R, and with the said railroad right-of-way, a distance of 830.35 feet to 1/2-inch iron rod with plastic cap (illegible) found for the western-most northwest corner of said Lot 2R, common to the southwest corner of Lot 2 in the "Replat of Part of Block Four of the Replat of Midway Mall (Vol. 8, Pg. 8)" according to the plat thereof recorded in Volume 12, Page 15, said Plat Records;

THENCE South 41°29'43" East, with a northerly line of said Lot 2R, and with the southerly line of said Lot 2, passing en route at a distance of 150.08 feet 1/2-inch iron rod found for the westerly corner of Lot 3R in aforesaid "Replat of Sidney Heights Addition and Lot 1, Replat of Part of Block Four of the Replat of Midway Mall (Vol. 8, Pg. 8)", and continuing on said course with the southerly line of said Lot 3R, a total distance of 315.63 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 6578" found the southerly corner of said Lot 3R, common to a re-entrant corner on the northerly line of said Lot 2R;

THENCE North 40°20'38" East, with a westerly line of said Lot 2R, and with the easterly line of said Lot 3R, a distance of 489.68 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for the northern-most northeast corner of said Lot 2R, common to the northeast corner of said Lot 3R, and on the westerly line of aforesaid Frisco Road, and at the beginning of a non-tangent curve to the left having a delta angle of 00°02'23", a radius of 690.00 feet, and a chord bearing and distance of South 49°30'33" East, 0.58 feet;

THENCE in an easterly direction, with a northerly line of said Lot 2R, and with the westerly line of said Frisco Road, and with said curve to the left, an arc distance of 0.56 feet to a 1/2-inch iron rod found for corner;

THENCE South 49°34'54" East, continuing with a northerly line of said Lot 2R, and the westerly line of said Frisco Road, a distance of 69.42 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for the northern-most northeast corner of said Lot 2R, common to the northerly corner of a called 4.000 acre tract of land described as Parcel A, Tract 4, in the deed to Star Midway, LLC, recorded in Instrument No. 2022-6490, said Official Records;

THENCE South 40°24'53" West, with an easterly line of said Lot 2R, and with the westerly line of said 4.000 acre tract, a distance of 478.32 feet to a 5/8-inch iron rod found a re-entrant corner on the easterly line of said Lot 2R, common to the westerly corner of said 4.000 acre tract;

THENCE South 41°29'35" East, with a northerly line of said Lot 2R, and with the southwesterly line of said 4.000 acre tract, a distance of 125.55 feet to a 1/2-inch iron rod with plastic cap (illegible) found for the southwest corner of said 4.000 acre tract, common to the northwest corner of a called 1.873 acre tract of land described in the deed to Daniel A. Wills and Karl Wills recorded in Instrument No. 2021-18234, said Official Records;

THENCE South 41°28'31" East, with a northerly line of said Lot 2R, and with a northerly line of aforesaid Lot 1R, and with the southwesterly line of said 1.873 acre tract, a distance of 478.76 feet to a 1/2-inch rod found for a re-entrant corner on the northerly line of said Lot 1R, common to the southwest corner of aforesaid 0.929 acre tract;

THENCE South 88°15'40" East, continuing with a northerly line of said Lot 1R, and with the southerly line of said 0.929 acre tract, a distance of 183.15 feet to the POINT OF BEGINNING and enclosing 12.125 acres (528,178 square feet) of land, more or less.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That CHRISTOPHER EDWARD MARTIN AND KATHERINE G. MARTIN, do hereby adopt this plat designating the hereinbefore described property as **MANDY'S ADDITION LOT 1, BEING A REPLAT OF LOT 1R AND 2R OF THE "REPLAT OF SIDNEY HEIGHTS ADDITION AND LOT 1, REPLAT OF PART OF BLOCK FOUR OF THE REPLAT OF MIDWAY MALL (VOL. 8, PG. 8)",** an Addition to the City of Sherman, Grayson County, Texas, and does hereby dedicate to the public use forever all streets, rights-of-way, alleys and easements shown thereon. The City or any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and the City or any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Sherman, Texas.

BY: CHRISTOPHER EDWARD MARTIN

By: Christopher Edward Martin

STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Christopher Edward Martin, 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 considerations therein.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF ____, 20__.

BY: KATHERINE G. MARTIN

By: Katherine G. Martin

STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Katherine G. Martin, 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 considerations therein.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF ____, 20__.

CITY COUNCIL CERTIFICATE OF ACCEPTANCE

Accepted by the City Council of the City of Sherman, Texas:

Mayor, City of Sherman, Texas

Date

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing plat of **MANDY'S ADDITION LOT 1, BEING A REPLAT OF LOT 1R AND 2R OF THE "REPLAT OF SIDNEY HEIGHTS ADDITION AND LOT 1, REPLAT OF PART OF BLOCK FOUR OF THE REPLAT OF MIDWAY MALL (VOL. 8, PG. 8)",** an addition to the City of Sherman, Texas, was submitted to the City Council on the ____ day of ____, 20__, 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 ____ day of ____, A.D. 20__.

Clerk, City of Sherman, Texas

PLANNING AND ZONING COMMISSION CERTIFICATE OF ACCEPTANCE

Accepted this ____ day of ____, 20__, by the City Planning and Zoning Commission of the City of Sherman, Texas.

Chairman

Secretary

SURVEYORS CERTIFICATE

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground and that all monuments shown hereon actually actually exist and that their location, size, and material are correctly shown.

Chris R. Noah
Registered Professional Land Surveyor No. 6585

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

**MANDY'S ADDITION
LOT 1, 12.125 ACRES
BEING A REPLAT OF LOT 1R AND 2R OF THE "REPLAT OF SIDNEY
HEIGHTS ADDITION AND LOT 1
REPLAT OF PART OF BLOCK FOUR OF THE REPLAT OF MIDWAY MALL
(VOL. 8, PG. 8)"
City of Sherman,
Grayson County, Texas**

Preston Trail LAND SURVEYING	787 W FM 996 Pottsboro, TX 75076 www.prestontrailandsurveying.com 903-786-6029
TPRLS Firm No. 10194175	Drawn by: LGT Checked by: CRN
Scale: 1"=60'	Date: 08/11/2022
Project No. 22-0347	Sheet No. 2 of 2

DIMENSION CONTROL SITE PLAN

SCALE: 1" = 40'-0"

CALLLED 9.906 ACRES
Z & P POCZA PROPERTIES LTD
VOL. 4691, PG. 823
O.R.G.C.T.



W. F. PATTERSON SURVEY
ABSTRACT NO. 969

LOT 1
12.125 ACRES
528,178 SF.

24" FIRE LANE STRIPPING ADDED TO
EXISTING PAVING TO MEET FIRE CODE
REQUIREMENTS. ALL PAIR SHALL BE
MADE AS LARGE AS POSSIBLE.

REMAINDER OF A CALLED 9.961
ACRES
MUNSON 4200 LTD
VOL. 4003, PG. 527
O.R.G.C.T.

CALLLED 0.98 OF AN ACRE
TEXAS CAR-MART, INC.
VOL. 3284, PG. 921
O.R.G.C.T.

REMAINDER OF A
CALLED 2.159 ACRES
DOROTHY NELL
ARMSTRONG AND
WILLORA OGLESBY
VOL. 1186, PG. 350
D.R.G.C.T.

CALLLED 0.212 OF AN
CITY OF SHERMAN
VOL. 2637, PG. 727,
O.R.G.C.T.

CALLLED 0.119 ACRES
CITY OF SHERMAN
VOL. 2645, PG. 182,
O.R.G.C.T.

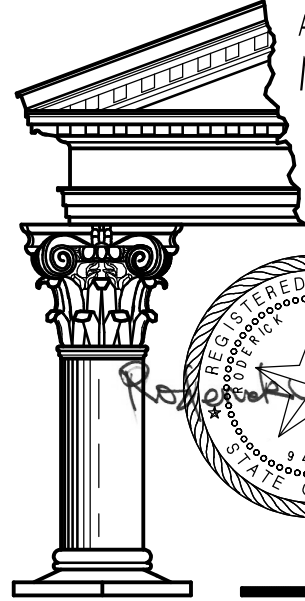
CALLLED 1.000 ACRE
RAMANA MOORTHY
INST. NO. 2021=43746
O.R.G.C.T.

LOT 1, BLOCK 1
API ADDITION
VOL. 21, PG. 151
P.R.G.C.T.

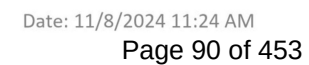
LOT 2, BLOCK 1
API ADDITION
VOL. 21, PG. 151
P.R.G.C.T.

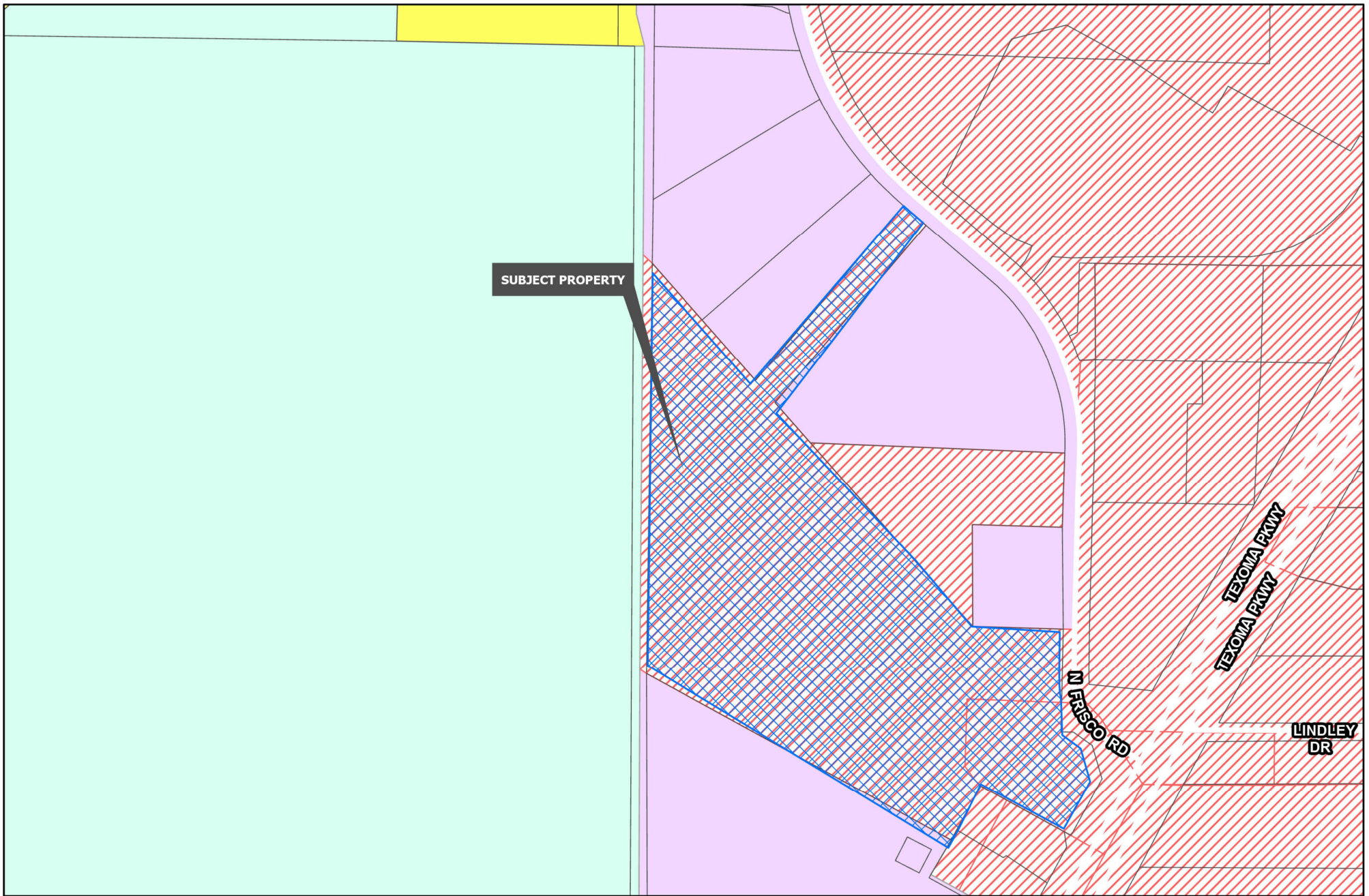
LOT 2, BLOCK 1
API ADDITION
VOL. 21, PG. 151
P.R.G.C.T.

BUILDING	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
OCCUPANCY CLASS:	OFF/STOR	S-1	S-1	S-1	S-1	S-1	S-1	S-1	S-1	S-1	S-1	S-1	S-1	S-1	S-1	S-1	S-1
CONSTRUCTION TYPE:	II-B	II-B	II-B	II-B	II-B	II-B	II-B	II-B	II-B	II-B	II-B	II-B	II-B	II-B	II-B	II-B	II-B
ALLOWABLE HEIGHT:	55'	55'	55'	55'	55'	55'	55'	55'	55'	55'	55'	55'	55'	55'	55'	55'	55'
ALLOWABLE AREA:	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	17,500	52,500	17,500	3,900	2,500	3,600
BUILDING HEIGHT:	14'	14'	14'	14'	14'	14'	14'	14'	14'	14'	14'	14'	16'	10;	10;	10;	10;
BUILDING AREAS: SQ. FT.	6,348	2,576	7,807	5,533	1,133	3,131	3,000	3,000	3,000	1,440	660	660	21,050	2,700	3,900	2,500	3,600
FIRE SPRINKLER SYSTEM REQUIRED:	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	YES	NO	NO	NO	NO
NUMBER OF REQUIRED EXITS:	2	N/A	N/A	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	4	N/A	N/A	N/A	N/A



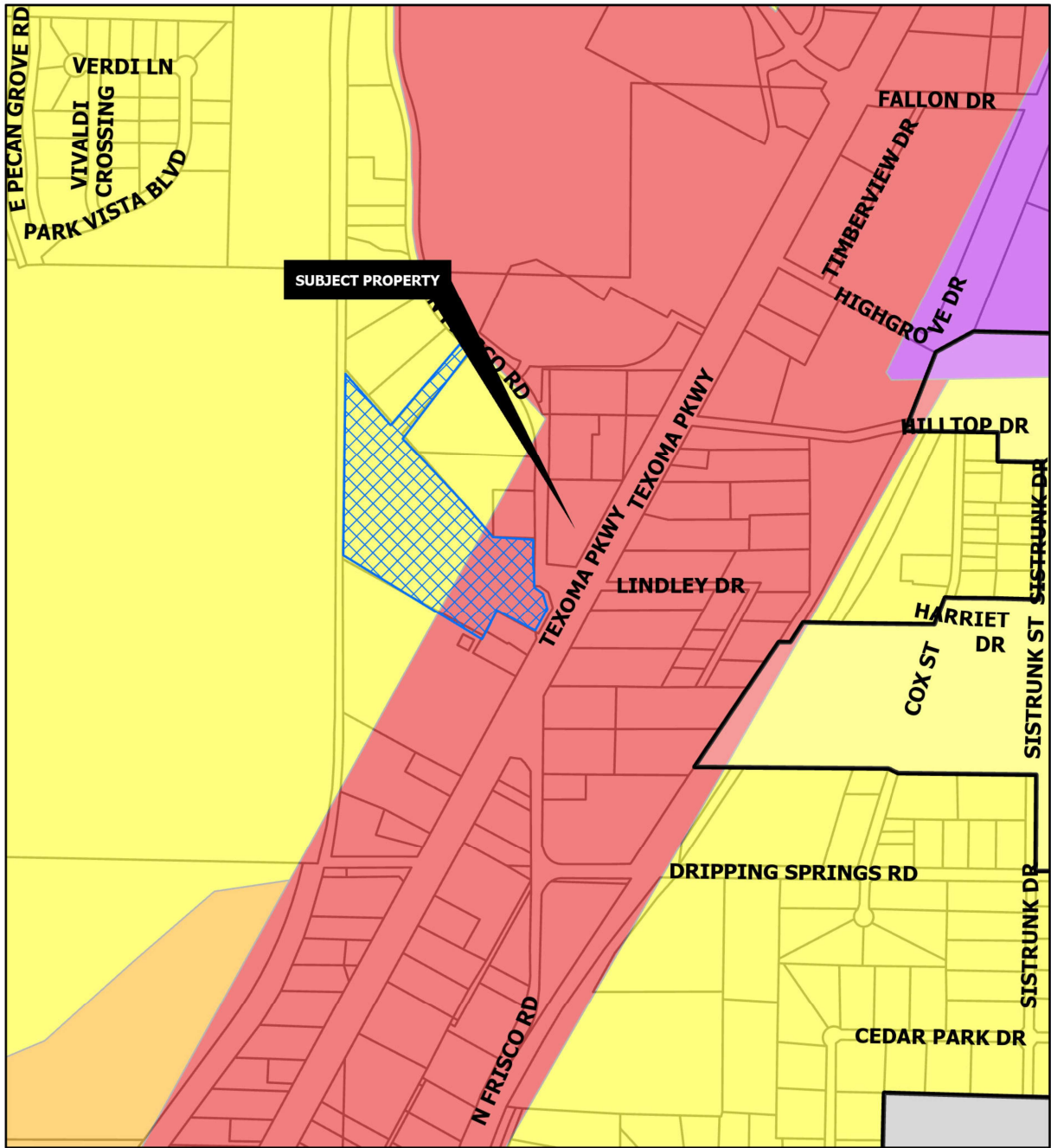
A NEW SELF-STORAGE FACILITY FOR
MANDY'S STORAGE
SHERMAN, TX





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





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.

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."



Development Services
Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
4312 TEXOMA PKWY



Marlow, Lauren

From: Planning
To: Rex Huddleston
Subject: RE: 4312 Texoma Parkway Sign

From: Rex Huddleston
Sent: Monday, November 4, 2024 4:02 PM
To: Planning
Subject: 4312 Texoma Parkway Sign

Hi,

Please see attached photo of the sign placed in the front of the property facing Texoma parkway that has the date stamped on it.

Please let me know if you news anything else.

Thanks,
Rex



Rex Huddleston
Principal
RH2 Capital Partners
P.O. Box 600268
Dallas, Texas 75360



TATCHIO & ASSOCIATES

ARCHITECTS AND PLANNERS

MEMBER OF AMERICAN INSTITUTE OF ARCHITECTS

Mandy storage addition project narative

The existing self storage facility at 4312 Texoma Parkway plans to add 3 new buildings to allow additional storage space at the 12.125 acre site.

The landscape plan is not included because this is an addition to an existing complex and there is no work that affects the site frontage.



TATCHIO & ASSOCIATES

ARCHITECTS AND PLANNERS

MEMBER OF AMERICAN INSTITUTE OF ARCHITECTS

11/4/2024

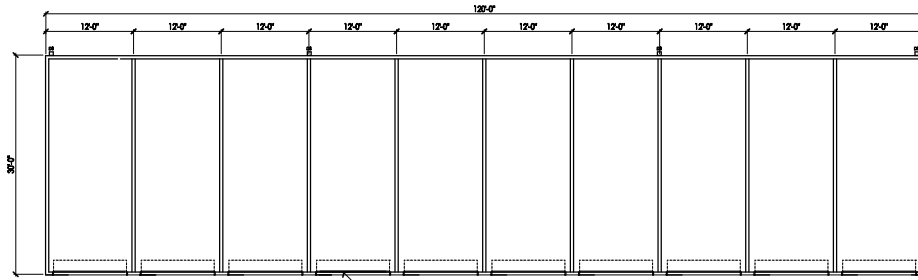
Response to Site plan comments for 4312 and 4316 Texoma Parkway

Zoning

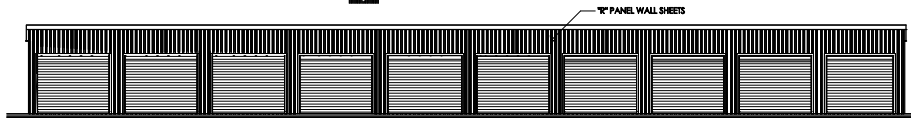
1. with yard set backs shown
2. Set back yard lines added
- 3/The parking requirements have been added
4. Sizes of the parking spaces have been added
5. See tabulation and floor to area ratio on sheet C1.

Engineering comments response

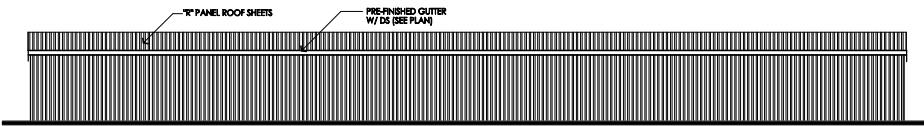
6. Added an additional sheet that shows the entire site
7. Easements added to site plan
8. This addition does not include any new drives or approaches.
9. The detention easement was provided in the most recent addition this year.
10. Civil plans will be provided to include the additional drainage and detention.
11. The dumpster enclosure has been added and will comply with City requirements.



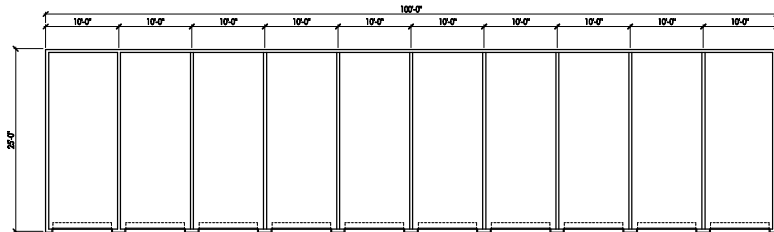
FLOOR PLAN - BUILDING Q
SCALE: 1/8" = 1'-0"



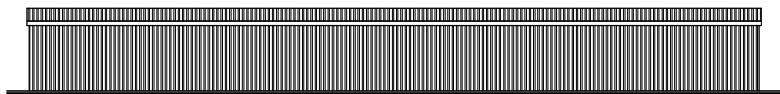
NORTH ELEVATION BLDG Q
SCALE: 1/8" = 1'-0"



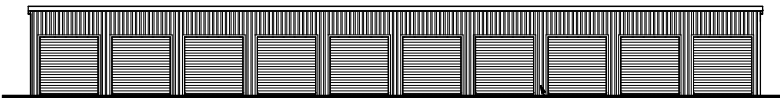
SOUTH ELEVATION BLDG Q
SCALE: 1/8" = 1'-0"



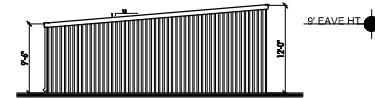
FLOOR PLAN - BUILDING P
SCALE: 1/8" = 1'-0"



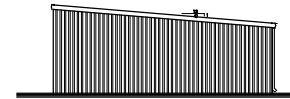
WEST ELEVATION BLDG P
SCALE: 1/8" = 1'-0"



EAST ELEVATION BLDG P
SCALE: 1/8" = 1'-0"



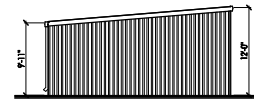
EAST ELEVATION BLDG Q
SCALE: 1/8" = 1'-0"



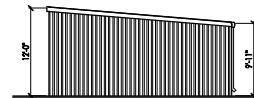
WEST ELEVATION BLDG Q
SCALE: 1/8" = 1'-0"

MATERIAL NOTES

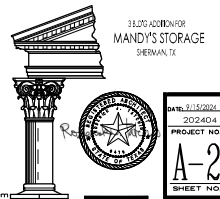
1. FLOOR SLAB AND FOUNDATION (SEE STRUCT)
2. PWB RAFTER AND COLUMN
3. 8" WALL GIRT - BY PASS
4. 4" FIBERGLASS BLANKET INSULATION
5. 12" PANEL WALL SHEETS
6. PWB RAKE TRIM
7. PRE-FINISHED PWB GUTTER AND DOWNSPOUT
8. GALVALUME STANDING SEAM ROOF
9. 4" FIBERGLASS BLANKET INSULATION
10. 8" PWB ROOF FURIN
11. END WALL BEAM
12. 4" CUSHION SAND
13. EXISTING BUILDING

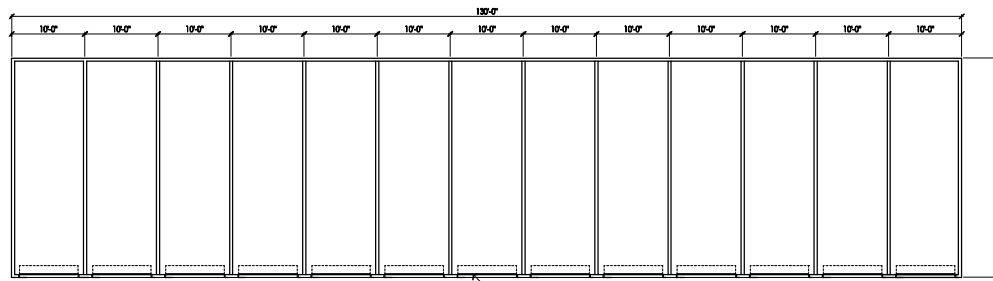


SOUTH ELEVATION BLDG P
SCALE: 1/8" = 1'-0"



NORTH ELEVATION BLDG P
SCALE: 1/8" = 1'-0"

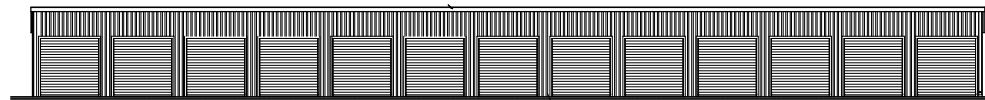




FLOOR PLAN - BUILDING O
SCALE: 1/8" = 1'-0"

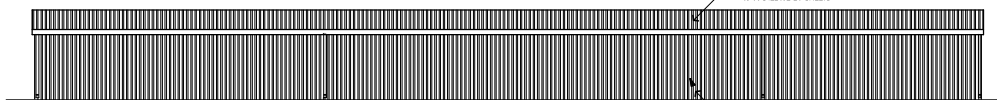


9' X 8' ROLLING STEEL DOORS



NORTH ELEVATION BLDG O
SCALE: 1/8" = 1'-0"

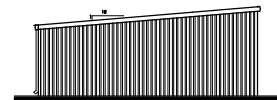
DOWNSPOUTS



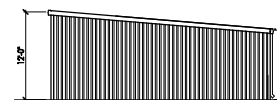
SOUTH ELEVATION BLDG O
SCALE: 1/8" = 1'-0"

12" PANEL ROOF SHEETS

12" PANEL WALL SHEETS



EAST ELEVATION BLDG O
SCALE: 1/8" = 1'-0"



WEST ELEVATION BLDG O
SCALE: 1/8" = 1'-0"

TATCHIO AND ASSOCIATES

ARCHITECT • P.O. Box 2062

Sherman, Texas 75091 • (903) 893-8399

(903) 893-8308 FAX

rodericktatchio@gmail.com



38105 ADDITION FOR
MANDY'S STORAGE
SHERMAN, TX



DATE: 8/13/2024
PROJECT NO. 202404

A-3
SHEET NO.

T:\202404 MANDY'S STORAGE\2024 A3 FLOOR PLANS BLDG O.dwg 9/17/2024 3:07 PM

ORDINANCE NO. 6535

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A MINI-WAREHOUSE IN A C-2 (GENERAL COMMERCIAL) DISTRICT LOCATED AT 4312 TEXOMA PARKWAY, BEING 12.125 ACRES IN THE W.F. PATTERSON SURVEY, ABSTRACT 969 AND BEING ALL OF LOTS 1R AND 2R IN THE REPLAT OF SIDNEY HEIGHTS ADDITION AND LOT 1, REPLAT OF PART OF BLOCK FOUR OF THE REPLAT OF MIDWAY MALL (CHRIS MARTIN, OWNER; REX HUDDLESTON, PROSPECTIVE BUYER; TATCHIO AND ASSOCIATES ARCHITECTS, ARCHITECT; AND PRESTON TRAIL LAND SURVEYING, SURVEYOR); PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; 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, Chris Martin (Owner), Rex Huddleston (Prospective Buyer), Tatchio and Associates Architects (Architect) and Preston Trail Land Surveying (Surveyor) concerning the property located at 4312 Texoma Parkway, being 12.125 acres in the W.F. Patterson Survey, Abstract 969 and being all of Lots 1R and 2R in the Replat of Sidney Heights Addition and Lot 1, Replat of Part of Block Four of the Replat of Midway Mall are granted a Specific Use Permit to allow a Self-Storage (Mini-warehouse) in a C-2 (General Commercial) District and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include property described as **Exhibit A – Survey and Land Description**.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-2 (General commercial) District, the Sign Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.7; Sec. 7(14), Sec. 7(13) and Sec. 17*).
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
4. Parking shall be provided for one space per 1,000 square foot, unless a variance is granted; a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Sec.8 (5)(a); Sec.7(10)(b)*).
5. The maximum height of the building shall not exceed 35'. (*Chapter 14, Exhibit A, Sec. 6.7*)
6. The trash dumpster will need to be located inside the main building area.
7. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
8. The property must be properly maintained in a state of good repair and neat appearance.
9. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
10. A specific use permit is an amendment to the district regulations of the zoning ordinance that permits the permanent establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure discontinue or be abandoned for a period of sixty (60) 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 granted. (*Chapter 14, Exhibit A, Sec. 8 (5)(b)*)
11. The approval of the Specific Use Permit and site plan shall be effective for a period of (2) years from the date of approval and 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 Specific Use Permit was approved.
12. 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.
13. All non-conforming signs must be removed or made to conform with all ordinances of the City of Sherman. (*Chapter 14, Exhibit A, Sec. 7(6) and Sec. 7(14)*)

Engineering:

14. Replat of the property is required. (*Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004*)
15. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. (*Code of Ordinances Chapter 10, Exhibit A, Sec. 12(I)*)
16. Verify fire requirements and code compliance with Fire Marshal. (*Code of Ordinances Chapter 3.02(c)*)
17. The location of the trash receptors must be approved by the Public Works Department.

Additional Conditions:

18. 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 Section 2, Ordinance No. 2280.

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

SECTION 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.

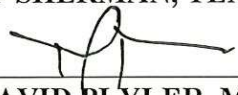
INTRODUCED on this the 17th day of October 2022.

ADOPTED on this the 17th day of October 2022.

EFFECTIVE DATE on this the 17th day of October 2022.

CITY OF SHERMAN, TEXAS

BY:

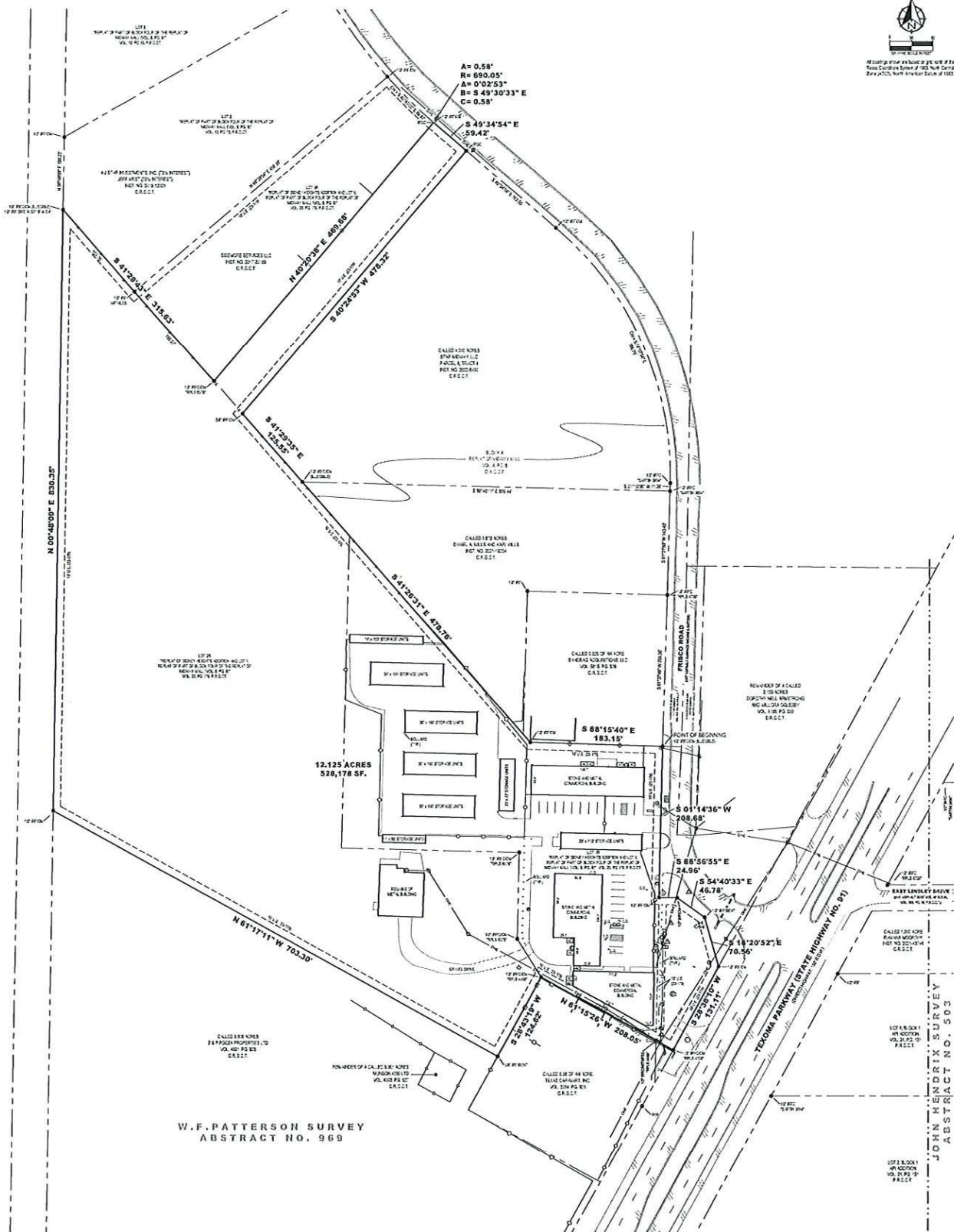

DAVID PLYLER, MAYOR

ATTEST:

BY: 
LINDA ASHBY, CITY CLERK

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

BY: 
RYAN D. PITTMAN, CITY ATTORNEY



Survey by: P. D. Capital, LLC, Owner: Edward Martin, Katherine G. Martin, Texas
The Insurance Company, Dallas, Texas

This is to certify that the map or plat and a survey or which is based were made in
accordance with the 2021 Minimum Standard Detail Requirements for ALTA and NSPS
Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes
Items 1, 2, 3, 4, 5, 6, 7, 8, and 9 of Table A-1.

The network was completed on July 18, 2022.

Date of Plot in Map: July 21, 2022.

Drawn by: P. D. Capital, LLC, Owner: Edward Martin, Katherine G. Martin, Texas
The Insurance Company, Dallas, Texas

Check by: P. D. Capital, LLC, Owner: Edward Martin, Katherine G. Martin, Texas
The Insurance Company, Dallas, Texas

Drawn by: P. D. Capital, LLC, Owner: Edward Martin, Katherine G. Martin, Texas
The Insurance Company, Dallas, Texas

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The Insurance Company, Dallas, Texas

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The Insurance Company, Dallas, Texas

Check by: P. D. Capital, LLC, Owner: Edward Martin, Katherine G. Martin, Texas
The Insurance Company, Dallas, Texas

PRELIMINARY
THIS DOCUMENT SHALL
NOT BE RECORDED FOR
ANY PURPOSE AND
SHALL NOT BE USED OR
VIEWED OR RELIED
UPON AS A FINAL
SURVEY DOCUMENT

ALTA/NSPS LAND TITLE SURVEY
21.125 ACRES (528,178 SQUARE FEET)
LOTS 1R AND 2R
"REPLAT OF SMOKEY HEIGHTS ADDITION AND LOT 1,
REPLAT OF PART OF BLOCK FOUR
OF THE REPLAT OF MIDWAY MALL (VOL. 9, PG. 8)"
4312 Texoma Parkway, Sherman
Grayson County, Texas

Preston Trail
LAND SURVEYING
781 W. FM 1596
Patterson, TX 75057
www.prestontrail.com
281-299-8129

Drawn by: P. D. Capital, LLC, Owner: Edward Martin, Katherine G. Martin, Texas
The Insurance Company, Dallas, Texas

Check by: P. D. Capital, LLC, Owner: Edward Martin, Katherine G. Martin, Texas
The Insurance Company, Dallas, Texas

Drawn by: P. D. Capital, LLC, Owner: Edward Martin, Katherine G. Martin, Texas
The Insurance Company, Dallas, Texas

4312 TEXOMA PARKWAY

BEING all of that certain tract or parcel of land situated in the W.F. Patterson Survey, Abstract No. 969, City of Sherman, Grayson County, Texas, and being all of Lots 1R and 2R in the "Replat of Sidney Heights Addition and Lot 1, Replat of Part of Block Four of the Replat of Midway Mall (Vol. 8, Pg. 8)" according to the plat thereof recorded in Volume 23, Page 179, Plat Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with illegible plastic cap found for the northern-most northeast corner of said Lot 1R, common to the southeast corner of a called 0.929 of an acre tract of land described in the deed to Sandbag Acquisitions, LLC, recorded in Volume 5815, Page 329, Official Records of Grayson County, Texas, common the southwest corner of a called 0.122 of an acre tract of land described in the deed to City of Sherman recorded in Volume 2637, Page 732, Official Records of Grayson County, Texas, and common to the northwest corner of a called 0.119 of an acre tract of land described in the deed to City of Sherman recorded in Volume 2645, Page 182, said Official Records, and on the westerly line of Frisco Road;

THENCE in a southerly direction with the easterly line of said Lot 1R, and with the westerly line of said Frisco Road, the following Four (4) courses:

1. South 01°14'36" West, with the westerly line of said 0.119 acre tract, a distance of 208.68 feet to a 1/2-inch iron rod found for corner;
2. South 88°56'55" East, a distance of 24.96 feet to a 1/2-inch iron rod found for corner;
3. South 54°40'33" East, a distance of 46.78 feet to a bent 1/2-inch iron rod found for corner;
4. South 16°20'52" East, a distance of 70.56 feet to a 1/2-inch iron rod found for corner on the westerly right-of-way line of Texoma Parkway (State Highway No. 91)

THENCE South 28°38'10" West, continuing with the easterly line of said Lot 1R, and with the westerly right-of-way line of Texoma Parkway, a distance of 131.11 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 4709" found for the southeast corner of said Lot 1R;

THENCE North 61°15'26" West, with the southerly line of said Lot 1R, passing en route at a distance of 26.93 feet a 1/2-inch iron rod with plastic cap stamped "RPLS 4488" found for the northeast corner of a called 0.98 of an acre tract of land described in the deed to Texas Car-Mart, Inc., recorded in Volume 3284, Page 921, said Official Records, and continuing on said course a total distance of 208.05 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 4488" found for the southwest corner of said Lot 1R, common to the northwest corner of said 0.98 acre tract, and common to a salient corner on the easterly line of aforesaid Lot 2R;

THENCE South 28°43'19" West, with an easterly line of said Lot 2R, and with the westerly line of said 0.98 acre tract, a distance of 124.62 feet to a bent 5/8-inch iron rod found for the southeast corner of said Lot 2R, common to the northern-most northeast corner of a called 9.906 acre tract of land described in the deed to Z & P Pocza Properties LTD., recorded in Volume 4691, Page 823, said Official Records;

THENCE North 61°17'11" West, with the southerly line of said Lot 2R, and with the northerly line of said 9.906 acre tract, a distance of 703.30 feet to a 1/2-inch iron rod found for the southwest corner of said Lot 2R, common to the northwest corner of said 9.906 acre tract, and on the easterly line of the abandoned M. K. & T. Railroad Right-of-way (no record found);

THENCE North 00°48'09" East, with a westerly line of said Lot 2R, and with the said railroad right-of-way, a distance of 830.35 feet to 1/2-inch iron rod with plastic cap (illegible) found for the western-most northwest corner of said Lot 2R, common to the southwest corner of Lot 2 in the "Replat of Part of Block Four of the Replat of Midway Mall (Vol. 8, Pg. 8)" according to the plat thereof recorded in Volume 12, Page 15, said Plat Records;

THENCE South 41°29'43" East, with a northerly line of said Lot 2R, and with the southerly line of said Lot 2, passing en route at a distance of 150.06 feet 1/2-inch iron rod found for the westerly corner of Lot 3R in aforesaid "Replat of Sidney Heights Addition and Lot 1, Replat of Part of Block Four of the Replat of Midway Mall (Vol. 8, Pg. 8)", and continuing on said course with the southerly line of said Lot 3R, a total distance of 315.63 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 6578" found the southerly corner of said Lot 3R, common to a re-entrant corner on the northerly line of said Lot 2R;

THENCE North 40°20'38" East, with a westerly line of said Lot 2R, and with the easterly line of said Lot 3R, a distance of 469.68 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for the northern-most northwest corner of said Lot 2R, common to the northeast corner of said Lot 3R, and on the westerly line of aforesaid Frisco Road, and at the beginning of a non-tangent curve to the left having a delta angle of 00°02'53", a radius of 690.00 feet, and a chord bearing and distance of South 49°30'33" East, 0.58 feet;

THENCE in an easterly direction, with a northerly line of said Lot 2R, and with the westerly line of said Frisco Road, and with said curve to the left, an arc distance of 0.58 feet to a 1/2-inch iron rod found for corner;

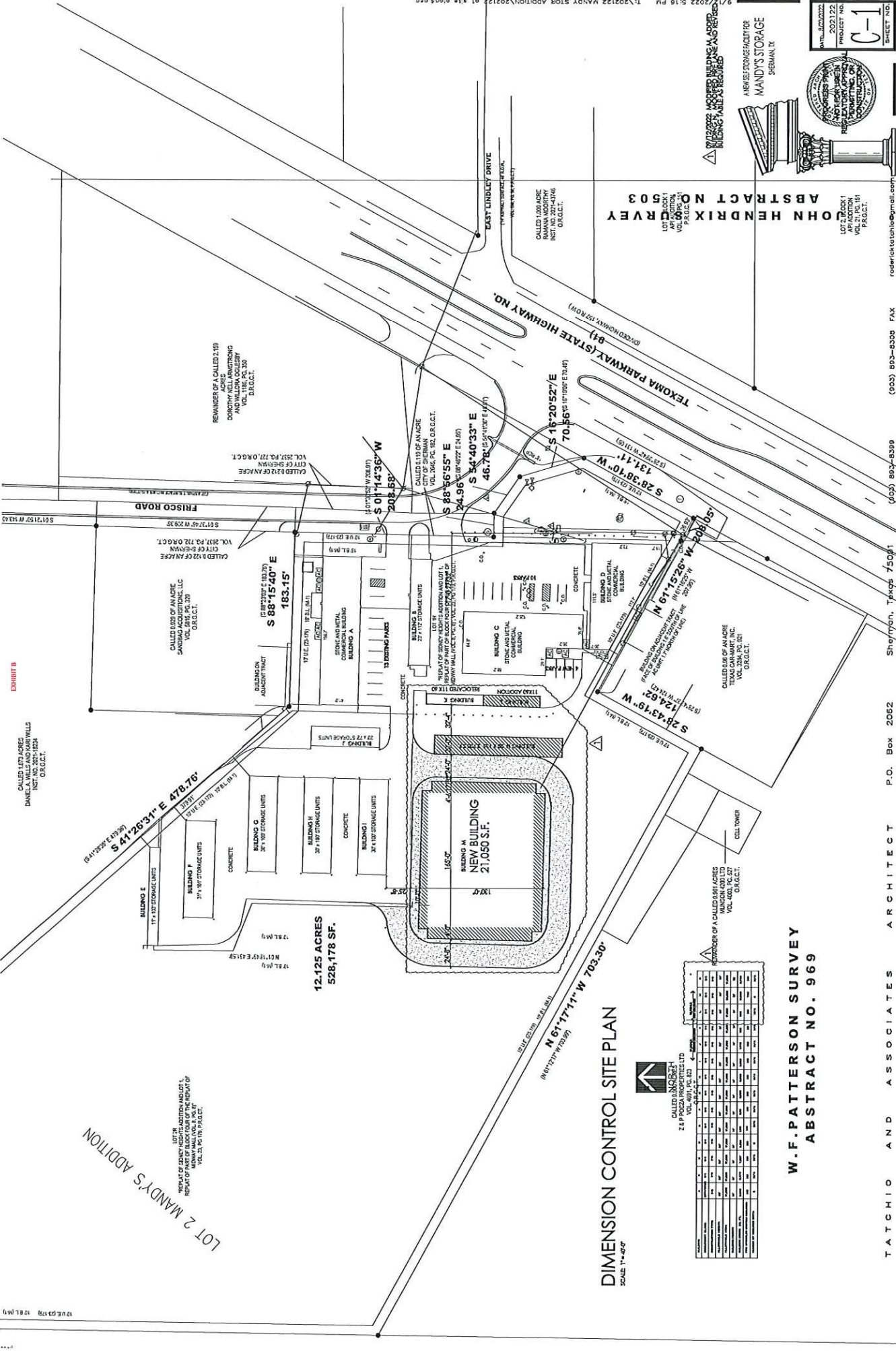
THENCE South 49°34'54" East, continuing with a northerly line of said Lot 2R, and the westerly line of said Frisco Road, a distance of 59.42 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for the northern-most northeast corner of said Lot 2R, common to the northerly corner of a called 4.000 acre tract of land described as Parcel A, Tract 4, in the deed to Star Midway, LLC, recorded in Instrument No. 2022-8490, said Official Records;

THENCE South 40°24'53" West, with an easterly line of said Lot 2R, and with the westerly line of said 4.000 acre tract, a distance of 478.32 feet to a 5/8-inch iron rod found a re-entrant corner on the easterly line of said Lot 2R, common to the westerly corner of said 4.000 acre tract;

THENCE South 41°29'35" East, with a northerly line of said Lot 2R, and with the southwesterly line of said 4.000 acre tract, a distance of 125.55 feet to a 1/2-inch iron rod with plastic cap (illegible) found for the southwest corner of said 4.000 acre tract, common to the northwest corner of a called 1.873 acre tract of land described in the deed to Daniel A. Wills and Kari Wills recorded in Instrument No. 2021-18234, said Official Records;

THENCE South 41°26'31" East, with a northerly line of said Lot 2R, and with a northerly line of aforesaid Lot 1R, and with the southwesterly line of said 1.873 acre tract, a distance of 478.76 feet to a 1/2-inch rod found for a re-entrant corner on the northerly line of said Lot 1R, common to the southwest corner of aforesaid 0.929 acre tract;

THENCE South 88°15'40" East, continuing with a northerly line of said Lot 1R, and with the southerly line of said 0.929 acre tract, a distance of 183.15 feet to the POINT OF BEGINNING and enclosing 12.125 acres (528,178 square feet) of land, more or less.



LOT 2 MANDY'S ADDITION

DIMENSION CONTROL SITE PLAN



OWNER: NORTHERN ZEPHYRUS PROPERTIES LTD. VOL. 4881, P.C. 223

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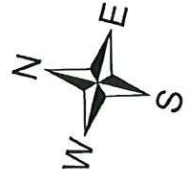
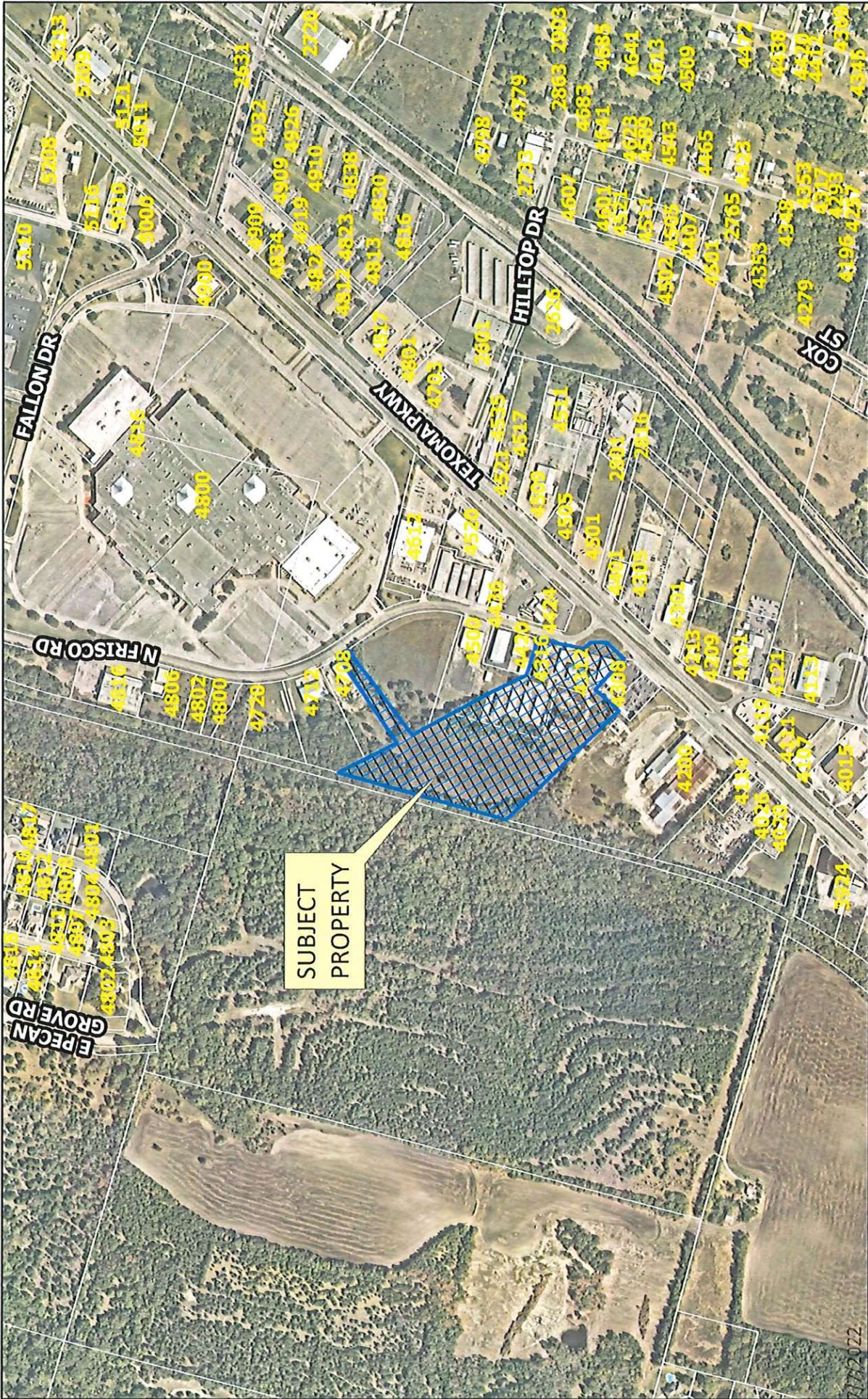
W.F. PATTERSON SURVEY
ABSTRACT NO. 969

TATCHIO AND ASSOCIATES ARCHITECT P.O. Box 2062 Sherman, Texas 75081 (936) 893-8399 (936) 893-8308 FAX roderickstachio@gmail.com

JOHN HENDRIX NO. 503
LOT 1, BLOCK 1
AP. ADDITION
VOL. 4881, P.C. 223
O.R.G.C.T.



DATE: 5/27/2022
PROJECT NO.: 202122
SHEET NO.: C-1



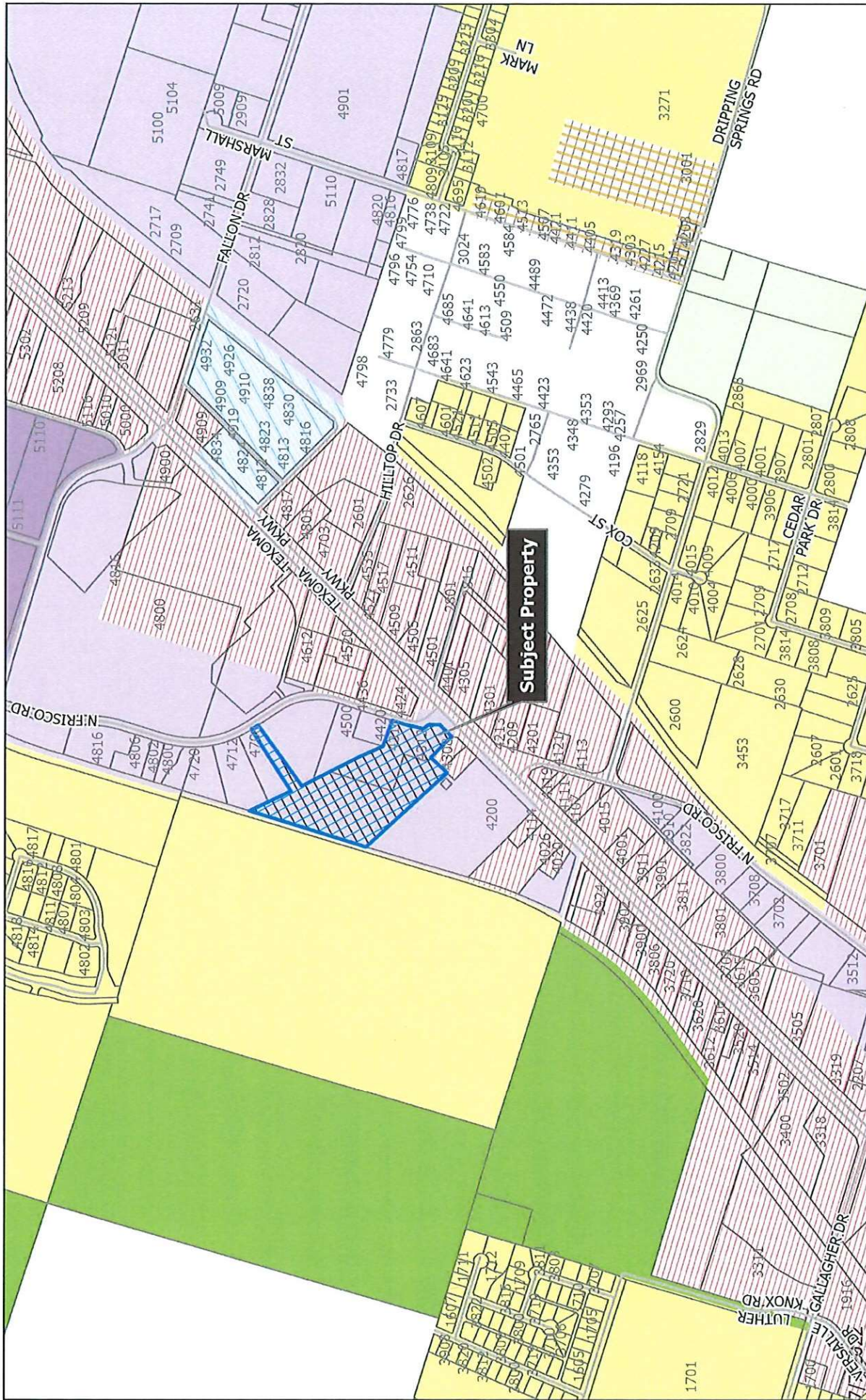
CITY OF SHERMAN (4312 Texoma Parkway)

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

Date: 7/7/2022 11:04 AM

Scale: 1:7,234



Scale: 1:10,315

CITY OF SHERMAN **Zoning Location Map** **(4312 Texoma Parkway)**

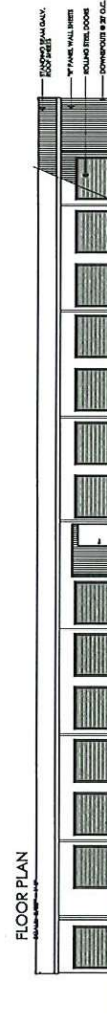
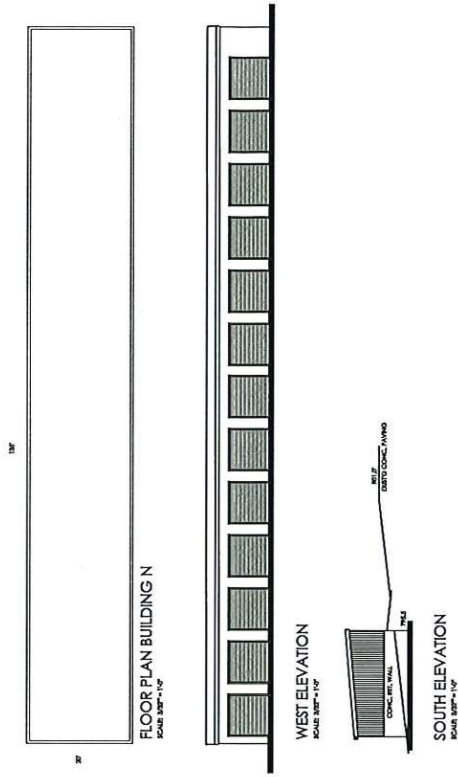
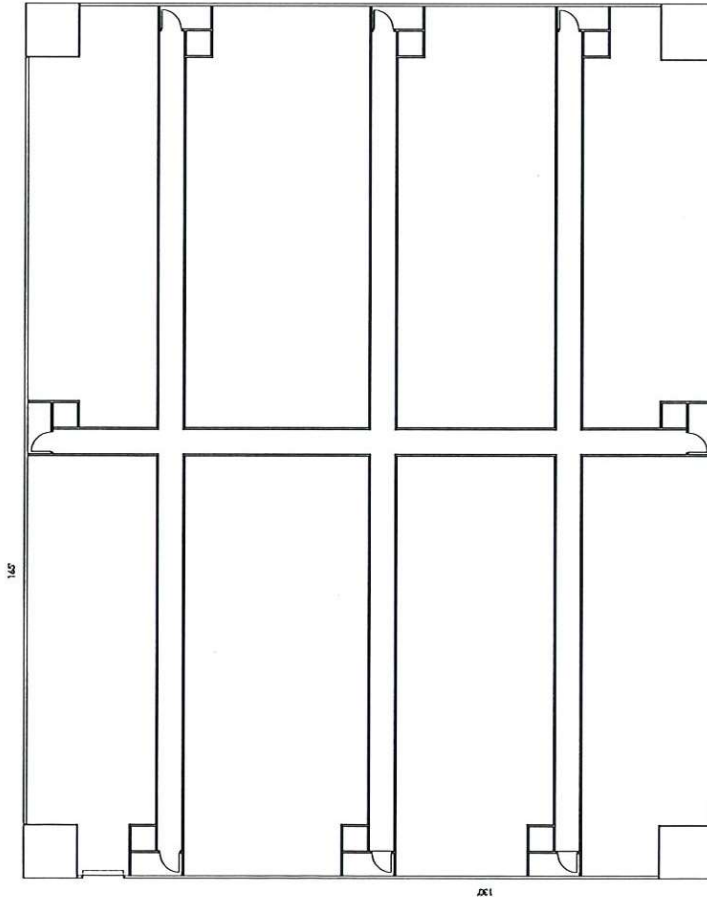
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City of Sherman, Texas
 Development Services Department

4312 TEXOMA PKWY





SOUTH ELEVATION (NORTH SIMILAR)
SCALE 1/8" = 1'-0"



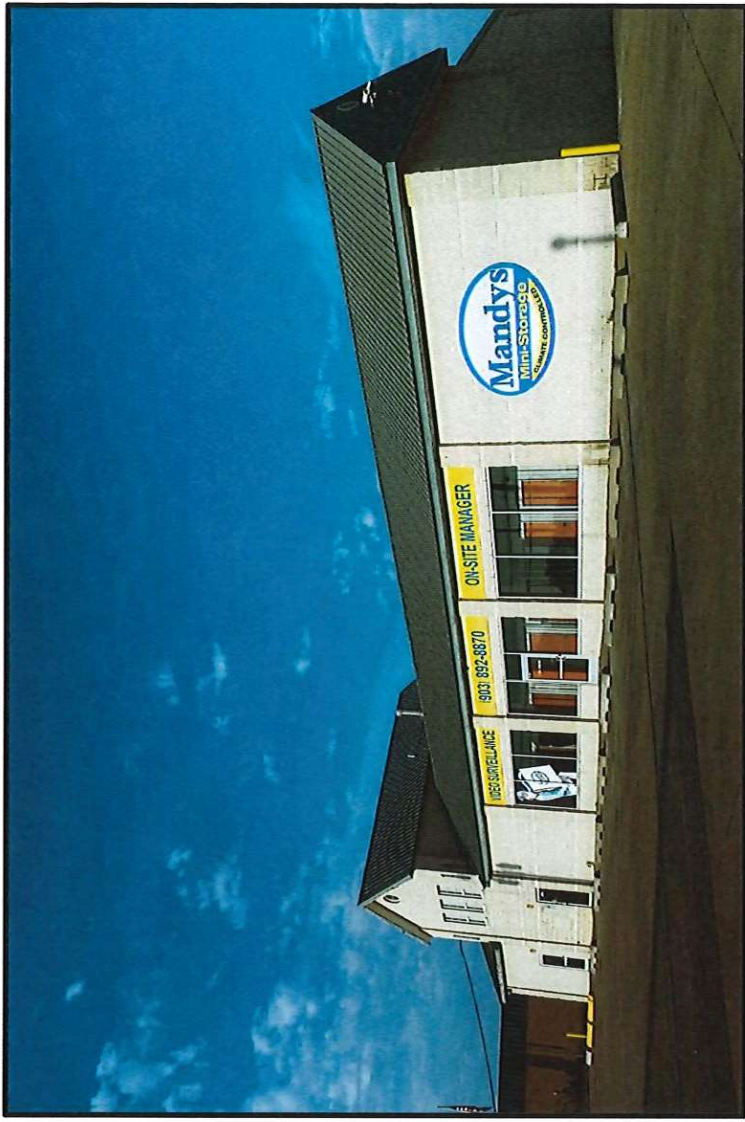
EAST ELEVATION (WEST SIMILAR)
SCALE 1/8" = 1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION



Sherman, Texas 75091 • (409) 893-4399 • (409) 893-4398 FAX

TATACHIO AND ASSOCIATES ARCHITECT • P.O. Box 2062











STAFF REVIEW LETTER AMENDMENT (SIGNS)

September 13, 2022

Christopher Edward Martin
4312 Texoma Pkwy
Sherman, TX 75091

Preston Trail Land Surveying
787 W FM 996
Pottsboro, TX 75076

RH2 Capital Partners
Rex Huddleston
PO Box 600628
Dallas, TX 75360

Tatchio & Associates Architect
PO Box 2062
Sherman, TX 75091

Dear Applicants,

The request for Variance under Ordinance No. Ordinance No. 2280, Section 8, Subsection (5)(a) to allow 20 parking spaces for a Mini-Warehouse in lieu of the required 60 spaces, Zone Change approval under Ordinance No. 2280, Section 12, from an M-1 (Light Manufacturing) District to a C-2 (General Commercial) District and a Specific Use Permit and Site Plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow an Indoor Storage (Mini-warehouse) in a C-2 (General Commercial) District located at 4312 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Commission and the Board of Adjustment on Tuesday, September 20, 2022 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be 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 General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-2 (General commercial) District, the Sign Ordinance, the Fence Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.7; Sec. 7(14), Sec. 7(13) and Sec. 17*).
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way. (*Chapter 14, Exhibit A, Section 7, Subsection 10(b)*)
4. Parking shall be provided for one space per 1,000 square foot, unless a variance is granted; a parking space is considered to be 9' x 20'. (*Chapter 14, Exhibit A, Sec.8 (5)(a); Sec.7(10)(b)*).
5. The maximum height of the building shall not exceed 35'. (*Chapter 14, Exhibit A, Sec. 6.7*)
6. The trash dumpster will need to be located inside the main building area.
7. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
8. The property must be properly maintained in a state of good repair and neat appearance.
9. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
10. A specific use permit is an amendment to the district regulations of the zoning ordinance that

permits the permanent establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure discontinue or be abandoned for a period of sixty (60) 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 granted. (*Chapter 14, Exhibit A, Sec. 8 (5)(b)*)

11. The approval of the Specific Use Permit and site plan shall be effective for a period of (2) years from the date of approval and 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 Specific Use Permit was approved.
12. 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.
- ★ 13. All non-conforming signs must be removed or made to conform with all ordinances of the City of Sherman. (*Chapter 14, Exhibit A, Sec. 7(6) and Sec. 7(14)*)

Engineering:

14. Replat of the property is required. (*Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004*)
15. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. (*Code of Ordinances Chapter 10, Exhibit A, Sec. 12(I)*)
16. Verify fire requirements and code compliance with Fire Marshal. (*Code of Ordinances Chapter 3.02(c)*)
17. The location of the trash receptors must be approved by the Public Works Department.

It is the policy of this Planning and Zoning Commission and the 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 Rob Rae at 903-892-7229 prior to the meeting.

Respectfully,



Rob Rae
Acting Secretary, Planning and Zoning Commission and Board of Adjustments

CC: Robby Heflon, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer

STAFF REVIEW LETTER

November 12, 2024

Sent via Email

Roderick Tatchio
3512 Frisco Rd
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 Mini-Warehouse in a C-2 (General Commercial) District and repeal Ordinance No. 6535 located at 4312 and 4316 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, January 9, 2024, at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (dillons@cityofsherman.com). (*Code of Ordinances Chapter 3.02(c)*)
3. Fence Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Sec. 14.04.004*)
4. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Article 14.07*)
5. Impact fees will be required at the time of building permit application. (*Chapter 13, Article. 13.11*)
6. The property must be properly maintained in a state of good repair and neat appearance.
7. There shall be no outdoor storage.
8. 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.
9. 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.
10. 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)*)
11. 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.
12. 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

13. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. Code of Ordinances Chapter 10.03.006; Engineering Design Standards Manual Sec. 4.18
14. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be found in the Development Guide on the City of Sherman website. Code of Ordinances Chapter 10.04; Engineering Design Standards Manual Sec. 1.9

Solid Waste

15. The dumpster enclosure must be included on the site plan and shall adhere to the zoning ordinance. (*Sec. 14.04.004(4)*)

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

If additional information or clarification is needed, do not hesitate to contact Development Services at 903-892-7229 prior to the meeting.

Respectfully,



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

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



City Council Regular Meeting

Agenda Item No. D.5.

Meeting Date: 12/16/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6794

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 3.500 acres being part of the George Pilat Survey, Abstract No. 963 and the Preston Kitchen Survey, Abstract No. 667, City Of Sherman, Grayson County, Texas, Located in the 2000 Block South First Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The R-TH (Townhome Residential) District Zoning Classification, BELACOOB, 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 3.500 acres of land located in the 2000 Block South First Street from an R-6 (Single Family Residential) District to a R-TH (Townhome Residential) District.

Background:

The property is located in the 2000 Block South First Street between East Olive Street and East Lake Street. The owner is requesting a Zone Change from an R-6 (Single Family Residential) District to an R-TH (Townhome Residential) District.

Origination:

Bhuduttravel LLC (Owner), Amit K Saha (Representative) and Copley Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the November 19, 2024 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6794
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign
7. Narrative
8. Site Plan
9. Elevations
10. Landscape Plan - Concept Plan
11. Tree Survey

ORDINANCE NO. 6794

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 3.500 ACRES BEING PART OF THE GEORGE PILAT SURVEY, ABSTRACT NO. 963 AND THE PRESTON KITCHEN SURVEY, ABSTRACT NO. 667, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 2000 BLOCK SOUTH FIRST STREET, HERETOFORE ZONED R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE R-TH (TOWNHOME RESIDENTIAL) DISTRICT ZONING CLASSIFICATION, BELACOO, 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 in the 2000 Block South First Street and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the R-TH (Townhome 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 16th day of December 2024.

ADOPTED on this the 16th day of December 2024.

EFFECTIVE DATE on this the 16th day of December 2024.

CITY OF SHERMAN, TEXAS

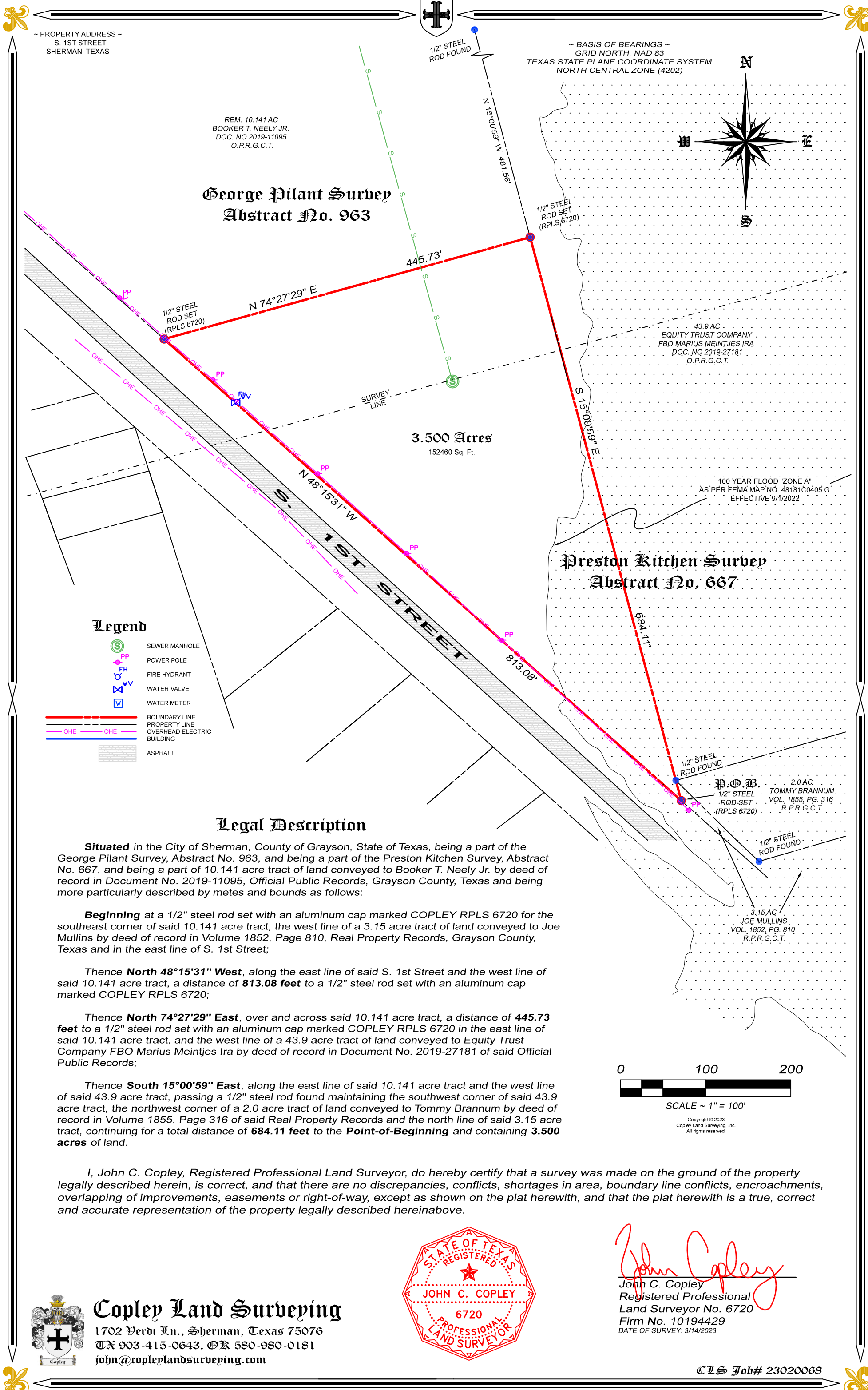
BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

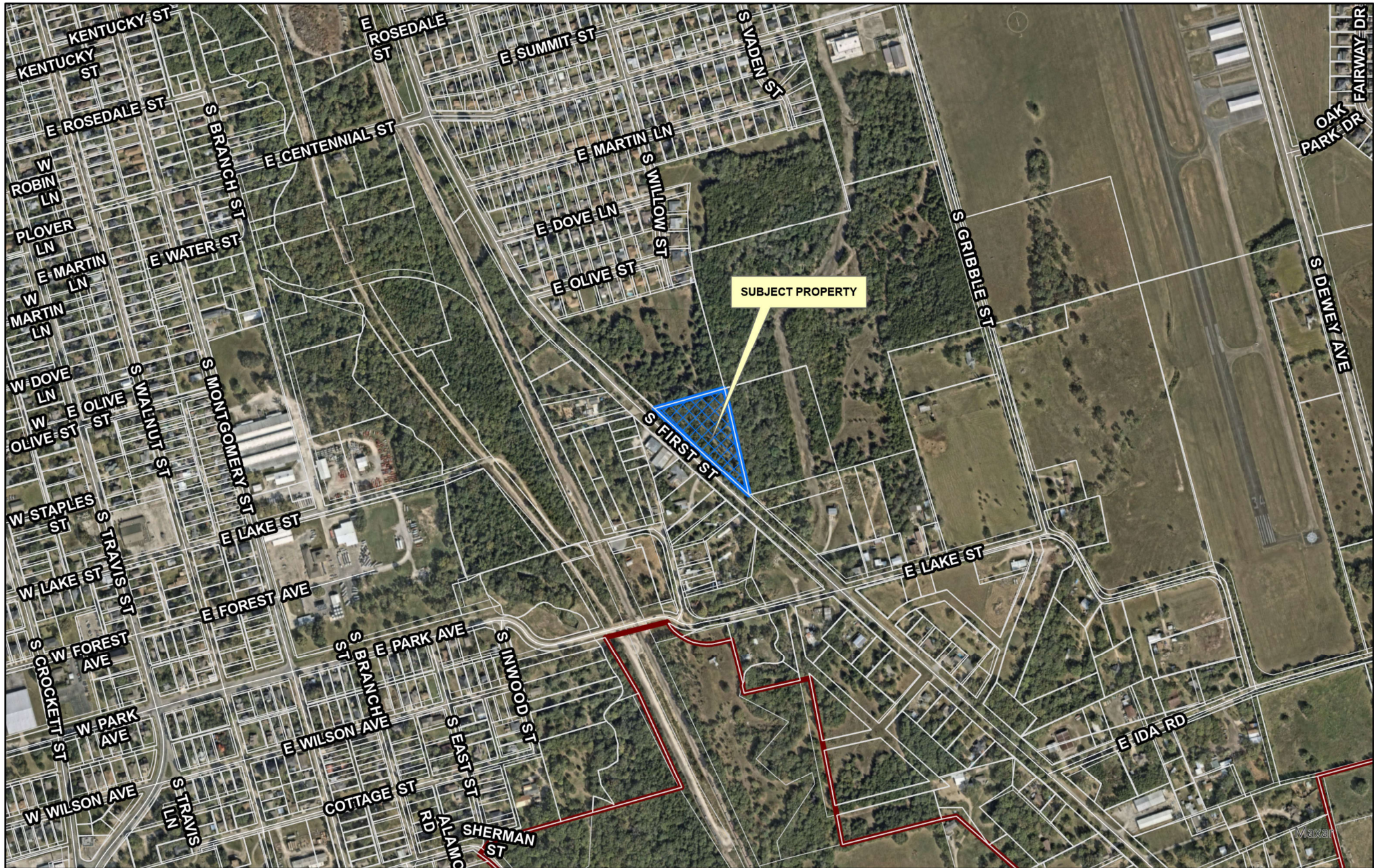
BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY



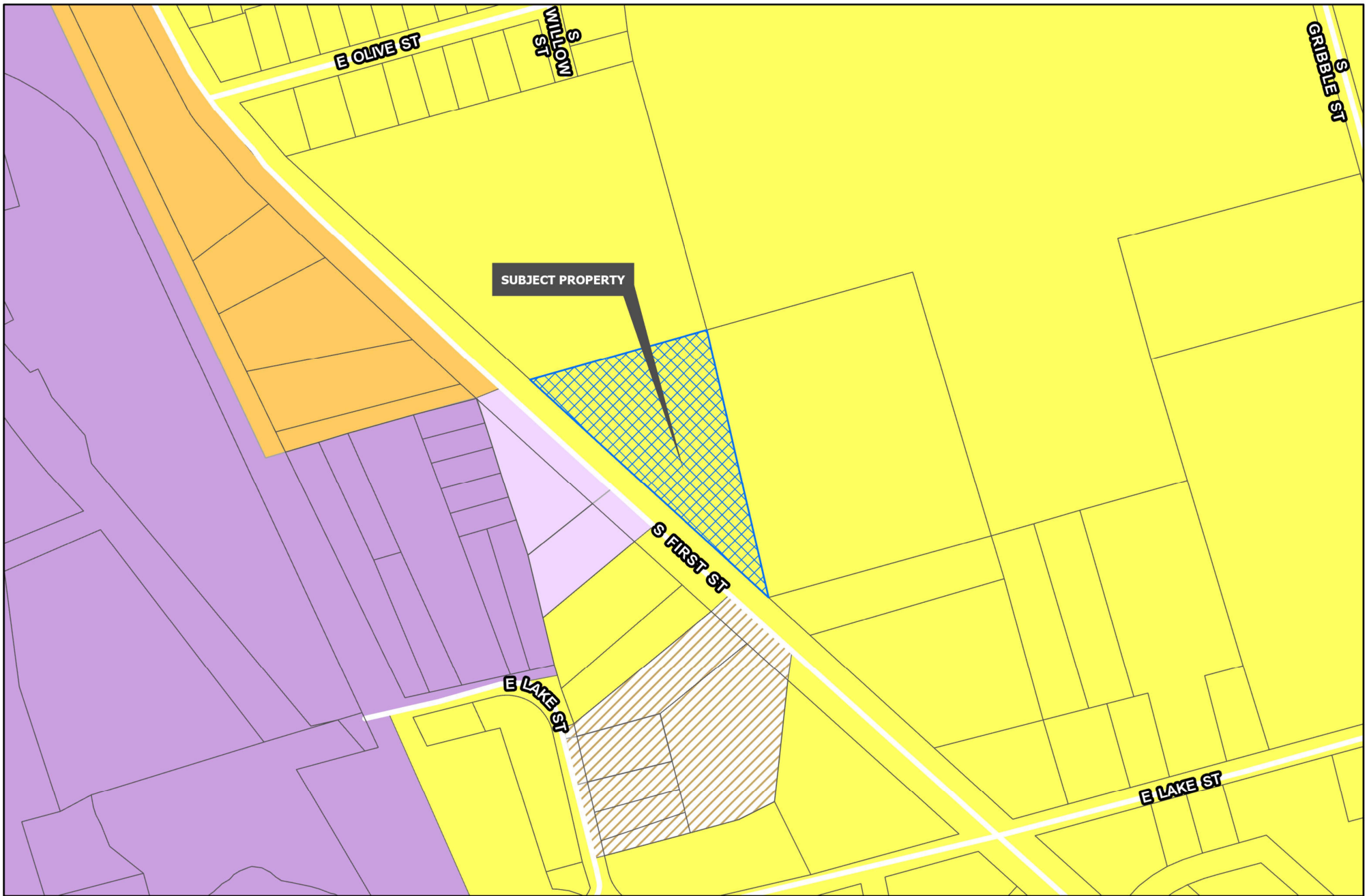
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CITY OF SHERMAN
LOCATION MAP
2000 BLK S FIRST ST



City of Sherman, Texas
Development Services Department

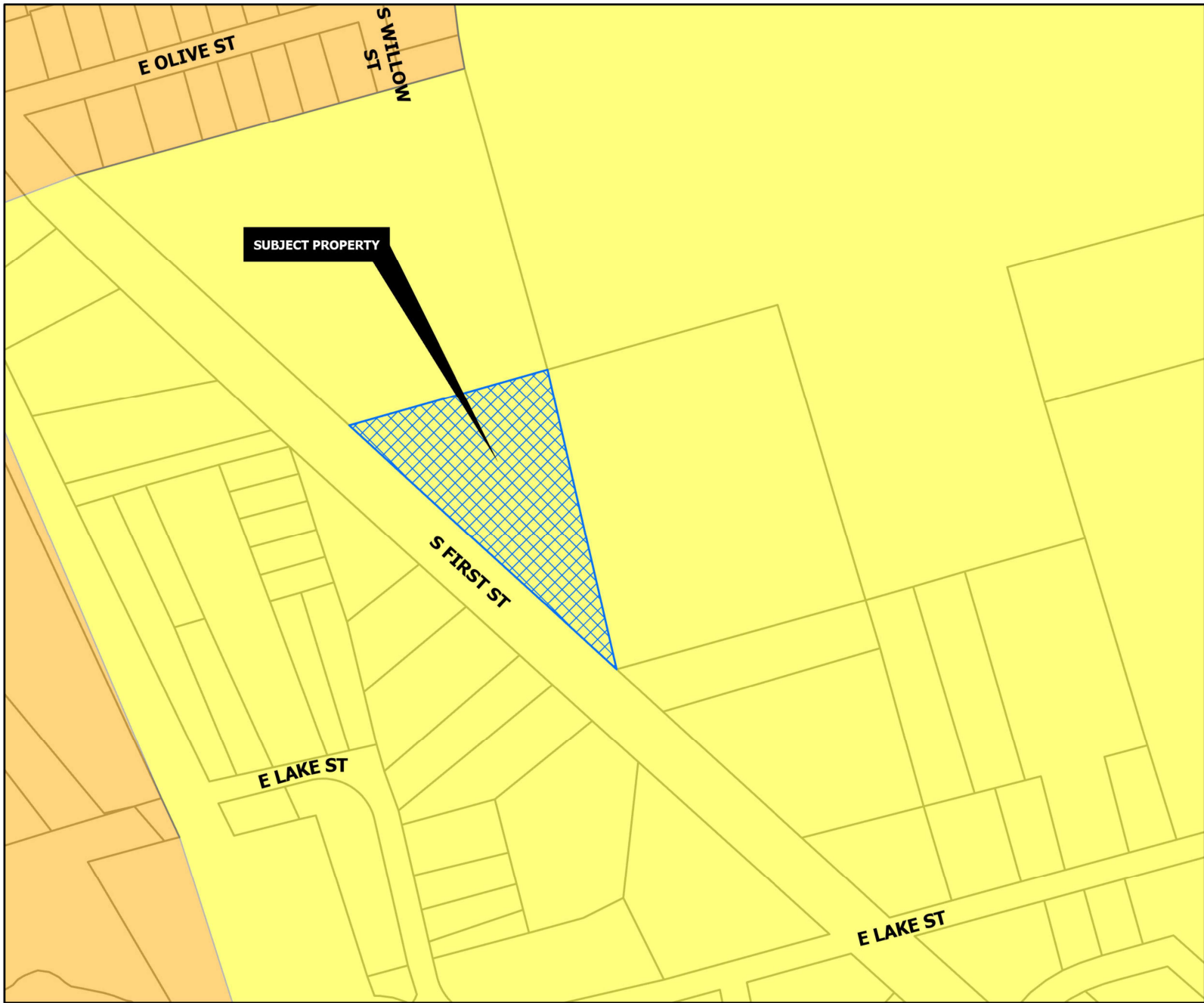


Development Services
Department

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

CITY OF SHERMAN
ZONING MAP
2000 BLK S FIRST ST





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.



Development Services
Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
2000 BLK S FIRST ST



Marlow, Lauren

From: Planning
To: Amit Saha
Subject: RE: First Street Townhomes - Zoning Change Submission

From: Amit Saha
Sent: Tuesday, November 5, 2024 3:58 PM
To: Planning
Cc: Ben Ford; Reece Flanagan
Subject: Re: First Street Townhomes - Zoning Change Submission

Hi Lauren,

Attached is the picture with the sign installed.

Let me know if you have any more questions.

Best Regards,
Amit Saha



Zoning Compliance Plan Project Narrative First Street Townhome, Sherman, TX

Location & Development:

The site is located at the 1600 block of South First Street, Sherman, Texas 75090, and being North 48°15'31" West, along the east line of said S. 1st Street.

The proposed development would consist of 5 Buildings totaling twenty seven (27) Townhomes on 3.5 acres, for the purpose build to sell each townhome after it is finished. There are three (3) buildings with five (5) townhomes each having a rear loaded garage and two (2) buildings with six (6) townhomes each having a front loaded garage.

Purpose:

To submit the zoning compliance plan to convert from current zoning plan of R-6 to Townhome R-TH zoning and redevelop the property in a manner that is sustainable, compatible, and marketable with surrounding existing uses and current market forces. Each townhome will be platted separately to be sold after completion. The rear loaded garage lots will be reduced in depth from 100' to 90' while maintaining or exceeding the minimum building setbacks within the lots. The set back along 1st street is also being reduced from 25' to 20' due to the triangle shape of the lot to allow flow through the alley way.

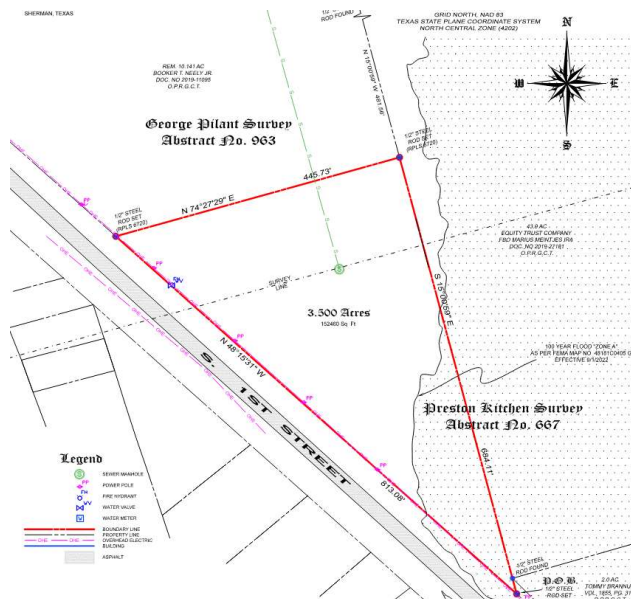
Existing and Proposed Land Use:

Existing Zoning: R-6 (Single Family Residential) District

Proposed Zoning: R-TH

Deviations: 90' rear-loaded garage lots & 20' set back from property line along 1st St.

Existing Plat(s): ***The property is currently unplatted, being a part of the George Pilant Survey, Abstract No. 963, and being a part of the Preston Kitchen Survey, Abstract No. 667, and being a part of a 10.141 acre tract of land conveyed to Booker T. Neely Jr. by deed of record in Document No. 2019-11095, Official Public Records, Grayson County, Texas. See below:***



Proposed Plat(s): ***A preliminary and final plat will be prepared and submitted to the City to subdivide the land into 27 single-family attached residential lots. Note, these townhomes will be “for sale”.*** The new plat will also include a sewer easement connecting from E Olive St to S 1st St.

Acreage: Total Acreage is 3.5 acres

Land Characteristics: Property is bounded on the west and south by South First Street, on the North by single family homes along E Olive St and East by undeveloped Land.

Tree Survey: The property has several mature trees scattered throughout the tract. A tree survey has been performed and has been submitted.

Existing Uses: Site is currently vacant.

Proposed Uses: The proposed development would consist of twenty seven (27) townhomes. Each townhome will have an attached two (2) car garage and will be three (3) story high. The plan also includes a dog park. All the landscaping zones outside the plats will be managed by homeowner's association.

Proposed Elevation: The proposed elevation is of modern contemporary style with a combination of brick and painted siding. A rendering of the proposed elevation is included in this document.

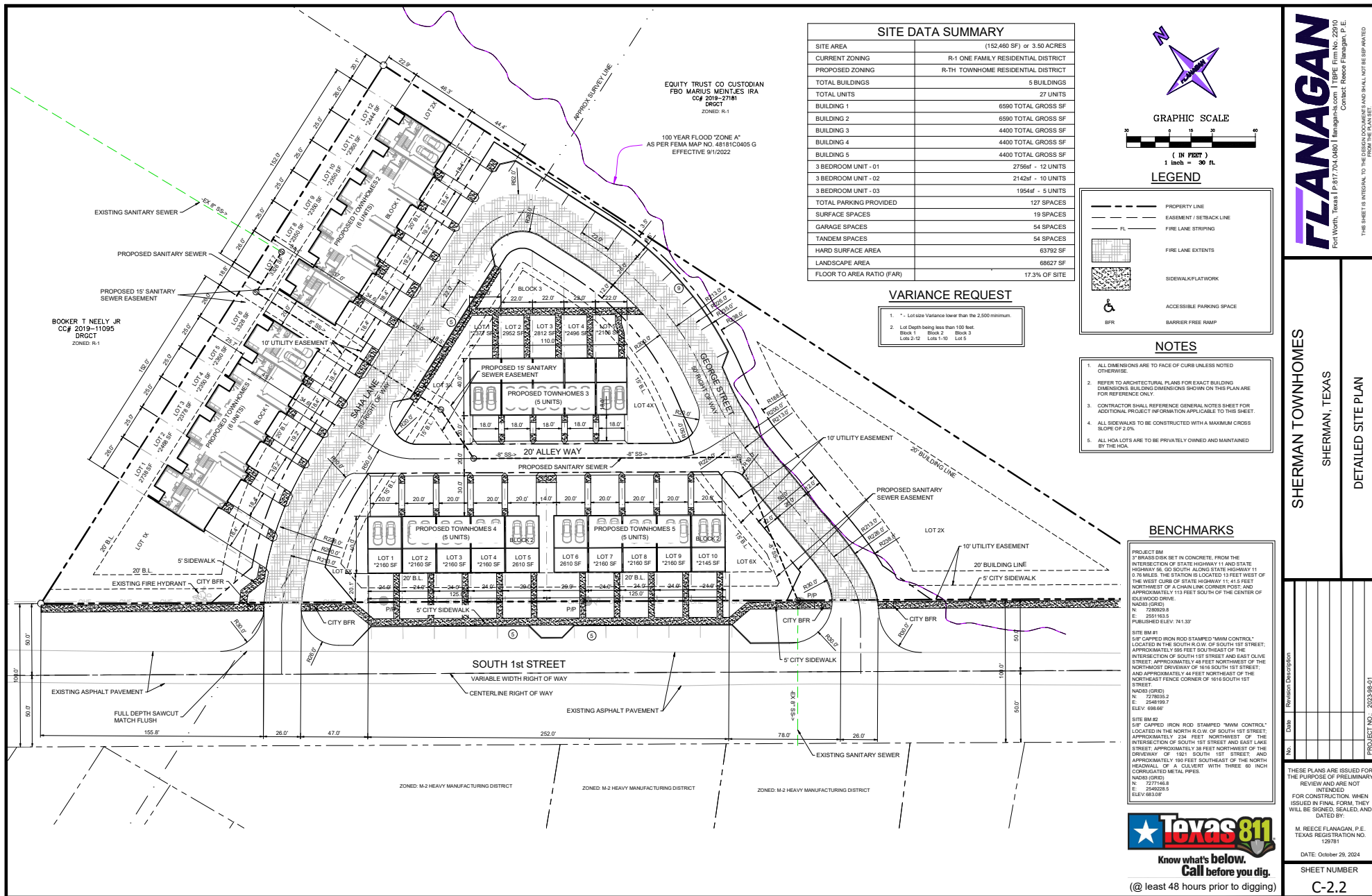
Existing Flood Plane: There is an existing flood plan that is marked in the survey. There is no proposed construction the flood plane. The topography of the flood plane will also not be affected by this development. A drainage study has been submitted.

Phasing and Proposed Access: The proposed project will be constructed in three phases. The first phase will include all horizontal and site development and one building. The second phase will include 2 buildings and the third phase will include the final 2 buildings. The proposed accesses for this project include a full-access drive loops to and from First Street.

Existing and Proposed Utilities: An existing waterline and sewer line is located in the close vicinity of the property. Both Electric and Gas “Will Serve” letters are currently being worked on. The existing Sewer line cuts through the center of the property. There will be a minor re-routing of the sewer needed, as indicated in the site plan diagram below.

Existing Topography and Drainage: ***The site generally drains/sheet flows from northwest to southeast into an existing floodplain area. Please refer to the “Sherman Townhomes Drainage Report” prepared by Attanasio Engineering Services.***

Proposed Topography (Grading) and Drainage: ***Onsite grading and storm drain systems will be proposed with the civil engineering construction plans to properly drain the site and conform with the Drainage Study prepared by Attanasio Engineering Services. Note, we do not intend on filling within the floodplain area.***



NOT FOR REGULATORY,
APPROVAL, PERMITTING,
OR CONSTRUCTION

2024/10/01



1 6 UNIT FRONT ENTRY GRAY BRICK
SCALE: N.T.S.

SHERMAN TOWNHOMES
S 1ST STREET
SHERMAN TX
zip code

JOB NO. A2408
DATE: 2024/10/01

SHEET NO.
A-401

© WRIGHT GROUP Architects-Planners, PLLC, 2024

PRINT DATE 10/9/2024

NOT FOR REGULATORY,
APPROVAL, PERMITTING,
OR CONSTRUCTION

2024/10/01



1 5 UNIT REAR ENTRY GRAY BRICK
SCALE: N.T.S.

SHERMAN TOWNHOMES
S 1ST STREET
SHERMAN TX
zip code

JOB NO. A2408
DATE: 2024/10/01

SHEET NO.
A-402

© WRIGHT GROUP Architects-Planners, PLLC, 2024

PRINT DATE 10/9/2024



~ PROPERTY ADDRESS ~
S. 1ST STREET
SHERMAN, TEXAS

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

REM. 10.141 AC
BOOKER T. NEELY JR.
DOC. NO 2019-11095
O.P.R.G.C.T.

George Pilant Survey Abstract No. 963

Preston Kitchen Survey Abstract No. 667

43.9 AC
EQUITY TRUST COMPANY
FBO MARIUS MENTES IRA
DOC. NO 2019-27181
O.P.R.G.C.T.

160 YEAR FLOOD ZONE A
AS PER FEMA MAP NO. 48181C0405 G
EFFECTIVE 9/1/2022

2.0 AC
JOE MULLINS
VOL. 1852, PG. 316
R.P.R.G.C.T.

3.15 AC
JOE MULLINS
VOL. 1852, PG. 810
R.P.R.G.C.T.

Tag	Trunk	Type
T2661	8"	Elm
T2659	8"	Elm
T2657	10"	Oak
T2656	10"	Oak
T2655	8"	Oak
T2654	8"	Oak
T2653	10"	Elm
T2651	10"	Elm
T2652	8"	Elm
T2650	8"	Elm
T2649	10"	Elm
T2648	8"	Elm
T2642	8"	Elm
T2643	8"	Elm
T2641	8"	Elm
T2640	10"	Oak
T2639	12"	Elm
T2638	12"	Oak
T2669	8"	Oak
T2856	8"	Elm
T2857	8"	Elm
T2842	8"	Oak
T2844	8"	Pecan
T2845	10"	Elm
T2846	8"	Oak
T2848	8"	Oak
T2863	8"	Elm
T2849	10"	Elm
T2850	14"	Oak
T2855	8"	Oak
T2858	8"	Elm
T2851	12"	Oak
T2852	8"	Pecan
T2853	10"	Oak
T2900	8"	Elm
T2887	8"	Oak

Tag	Trunk	Type
T2699	8"	Elm
T2647	8"	Elm
T2697	8"	Elm
T2644	8"	Elm
T2696	8"	Elm
T2637	8"	Elm
T2698	14"	Elm
T2695	10"	Elm
T2694	8"	Elm
T2693	10"	Elm
T2690	12"	Oak
T2691	8"	Oak
T2692	8"	Elm
T2687	12"	Elm
T2688	10"	Elm
T2686	10"	Elm
T2685	12"	Pecan
T2684	10"	Elm
T2683	10"	Elm
T2646	10"	Elm
T2681	14"	Elm
T2680	14"	Elm
T2679	14"	Elm
T2678	20"	Elm
T2672	18"	Elm
T2673	8"	Elm
T2674	20"	Elm
T2671	12"	Elm
T2670	10"	Elm
T2669	20"	Elm
T2668	20"	Elm
T2667	10"	Elm
T2666	10"	Elm
T2665	14"	Elm
T2663	8"	Elm
T2664	8"	Elm
T2660	10"	Elm

Tag	Trunk	Type
T2601	13"	Oak
T2602	16"	Oak
T2603	18"	Oak
T2604	20"	Oak
T2606	12"	Oak
T2607	12"	Pecan
T2608	14"	Oak
T2609	15"	Oak
T2611	16"	Oak
T2612	12"	Oak Quad Oak Split
T2613	12"	Oak
T2614	12"	Oak
T2615	18"	Oak
T2616	18"	Oak
T2617	12"	Oak
T2618	12"	Oak
T2619	14"	Oak
T2620	14"	Oak
T2621	12"	Elm
T2622	24"	Oak
T2623	12"	Oak
T2624	36"	Oak
T2625	24"	Oak
T2626	12"	Pecan
T2627	18"	Oak
T2628	12"	Oak
T2629	12"	Oak
T2630	12"	Oak
T2631	12"	Oak
T2632	12"	Oak
T2633	14"	Oak
T2634	14"	Oak
T2635	22"	Oak
T2636	18"	Oak



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Copley Land Surveying, Inc.
All rights reserved.

Legend

- SEWER MANHOLE
- POWER POLE
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- BOUNDARY LINE
- PROPERTY LINE
- OVERHEAD ELECTRIC BUILDING
- ASPHALT

Tree Survey
on 3.500 acres in the
Preston Kitchen Survey, Abstract No. 667
and the
George Pilant Survey, Abstract No. 963
Sherman, Texas



Copley Land Surveying
5904 Texoma Parkway, Sherman, Texas 75090
TX 903-415-0643,
john@copleylandsurveying.com

CLS Job# 24070318



City Council Regular Meeting

Agenda Item No. D.6.

Meeting Date: 12/16/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6795

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow an Automobile Repair, Body Work, or Painting in a C-2 (General Commercial) District, Located At 3100 Block Texoma Parkway, Consisting of 0.844 acres being in the Reuben Hendrix Survey, Abstract No. 504, City Of Sherman, Grayson County, Texas Sherman NEC Texoma & 82, LP (Owner), BACA Architecture (Representative) and Copley Land Surveying (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

Consideration of a Specific Use Permit for 0.844 acres of land located in the 3100 Block Texoma Parkway to Allow Automobile repair, body work, or painting in a C-2 (General Commercial) District.

Background:

The property is located in the 3100 Block Texoma Parkway between East Highway 82 and Gallagher Drive. The owner is requesting a Specific Use Permit to allow Automobile repair, body work, or painting in a C-2 (General Commercial) District.

The following has been approved for this location:

- 10/18/2024 - Preliminary Plat of Texoma Pkwy & Hwy 82 Land

Origination:

Sherman NEC Texoma & 82, LP (Owner), BACA Architecture (Representative) and Copley Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the November 19, 2024 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Specific Use Permit be approved subject to the Staff Review Letter. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6795
2. Exhibit A - Survey
3. Exhibit B - Site Plan
4. Exhibit C - Landscape Plan
5. Exhibit D - Elevations
6. Narrative
7. Location Map
8. Zoning Map
9. Future Landuse Map
10. Property Notification Sign
11. Staff Review Letter

ORDINANCE NO. 6795

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, AND GRANTING A SPECIFIC USE PERMIT TO ALLOW AN AUTOMOBILE REPAIR, BODY WORK, OR PAINTING IN A C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 3100 BLOCK TEXOMA PARKWAY, CONSISTING OF 0.844 ACRES BEING IN THE REUBEN HENDRIX SURVEY, ABSTRACT NO. 504, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS SHERMAN NEC TEXOMA & 82, LP (OWNER), BACA ARCHITECTURE (REPRESENTATIVE) AND COPLEY LAND SURVEYING (SURVEYOR) PRESCRIBING CONDITIONS TO THE SPECIFIC USE PERMIT; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

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

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

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

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described on **Exhibit A – Survey**, attached hereto, and located in the 3100 block of Texoma Parkway, City of Sherman, Grayson County, Texas is/are granted a Specific Use Permit to allow a Automobile repair, body work, or painting, 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 described on **Exhibit A – Survey**.

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

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's Zoning Ordinance/Code of Ordinance Chapter 14.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal. (Code of Ordinances Chapter 3.02(c))
3. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (Article 14.07)
4. The 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. 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 The Pit Stop is the owner or lessee of the Property.
9. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (Chapter 14, Sec. 14.06.009(a)(1)(C))
10. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
11. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

12. Platting of the property is required. Code of Ordinances Chapter 10.01.005; Texas Local Government Code Title 1, Sec. 212.004
13. 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)
14. Access to public wastewater main east of property is not permitted until the master plat has been filed of record and the Final Acceptance Letter for Sherden Mall Spine Road has been issued.
15. Abandonment of 20' Water Main Easement as established in Vol. 1147, Pg. 341, DRGCT to be approved by City Council with instrument information of abandonment

shown in General Notes of plat. Coordinate with Engineering Department for abandonment requirements by emailing engineering@cityofsherman.com. Code of Ordinances Chapter 10.03.007(c); Engineering Design Standards Manual 1.10(E)

16. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be found in the Development Guide on the City of Sherman website. Code of Ordinances Chapter 10.04; Engineering Design Standards Manual Sec. 1.9

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. The property shall be developed and used in accordance with the Landscape Plan shown in **Exhibit C**.
19. The property shall be developed and used in accordance with the Elevations shown in **Exhibit D**.
20. 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 The Pit Stop is the lessee of the Property.
21. The use is limited to minor automobile repair only. As used in this Ordinance, the term “minor automobile repair” means the replacement of any part or repair of any part which does not require the removal of the engine head or pan, engine, transmission, or differential; incidental body and fender work; and minor painting and upholstering service when said service is applied to passenger automobiles, motorcycles, and trucks.

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.

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

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

INTRODUCED on this the 16th day of December 2024.

ADOPTED on this the 16th day of December 2024.

EFFECTIVE DATE on this the 16th day of December 2024.

CITY OF SHERMAN, TEXAS

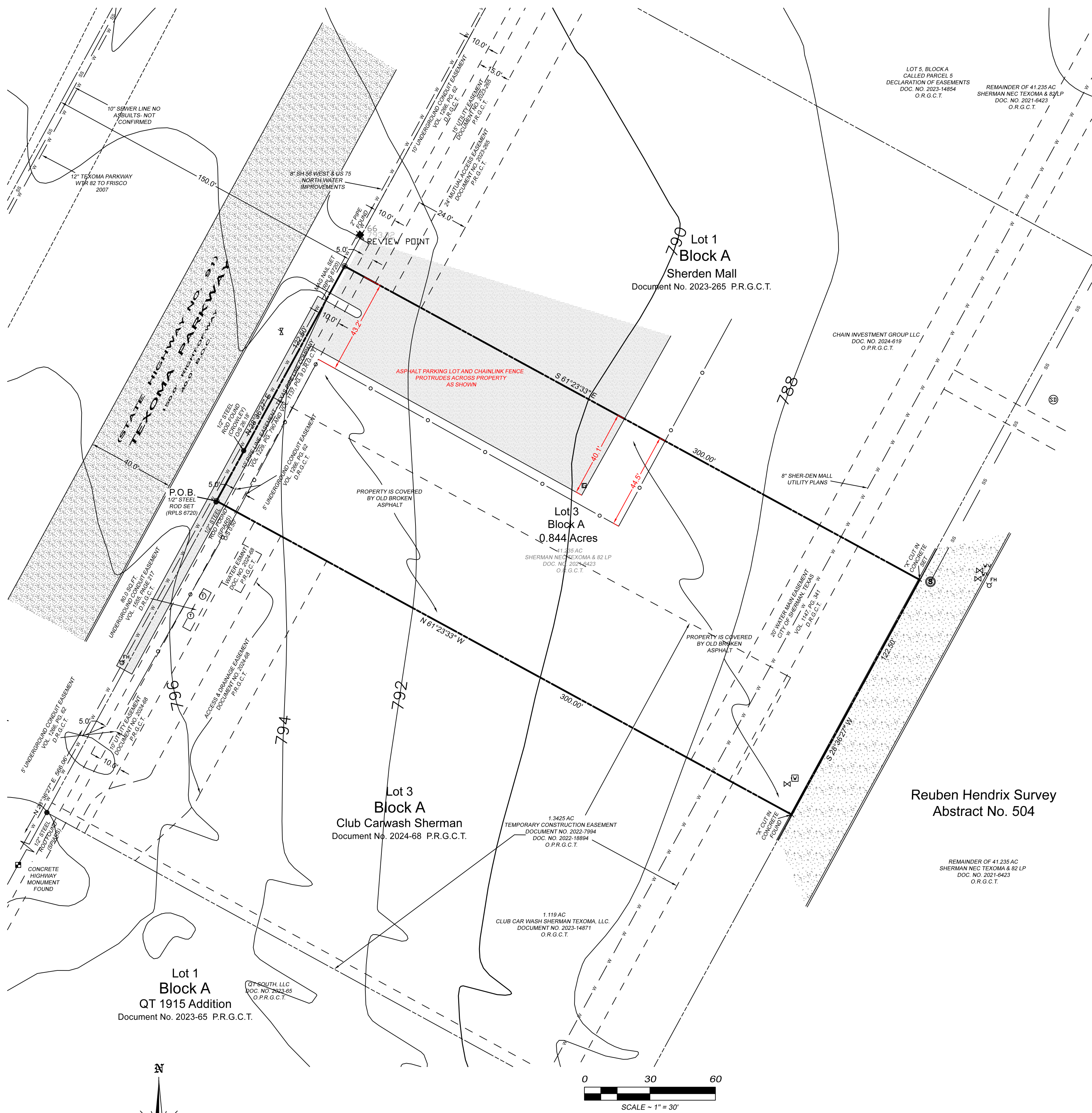
BY: _____
SHAWN TEAMANN, MAYOR

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



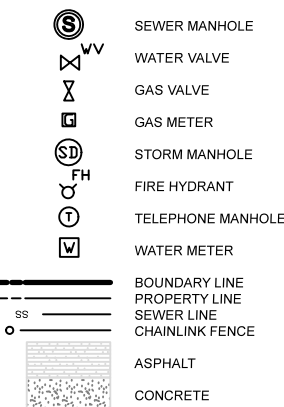
Preliminary Certificate Block

City Engineer,
City of Sherman
Attest:

Date

City Clerk

Legend



Legal Description

Situated in the City of Sherman, County of Grayson, State of Texas being a part of the Reuben Hendrix Survey, Abstract No. 504, and being a part of the 41.235 acre tract of land conveyed to Sherman NEC Texoma & LP by deed of record in Document No. 2021-6423, Official Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod set with an aluminum cap marked COPLEY RPLS 6720 for the northwest corner of Lot 3, Block A, Club Carwash Sherman, an addition to the City of Sherman, Texas, as shown by plat of record in Document No. 2024-68, of said Plat Records, in the west line of said 41.235 acre tract and in the southeast right-of-way line of Texoma Parkway (State Highway No. 91), a point from which a concrete highway monument found at the intersection of the southeast right-of-way line of said Texoma Parkway (State Highway No. 91), and the north right-of-way line of U.S. Highway No. 82, bears South 28°36'27" West, a distance of 566.06 feet, and from which a 1/2" steel rod found with a cap marked SPIARS bears South 28°36'27" West, a distance of 0.50 feet;

Thence **North 28°36'27" East**, along the southeast right-of-way line of said Texoma Parkway and the west line of said 41.235 acre tract, passing a 1/2" steel rod found with a cap marked Crowley, at a distance of 26.18 feet, continuing for a total distance of **122.50 feet** to a mag nail set with an aluminum cap marked COPLEY RPLS 6720 for the southwest corner of Lot 1, Block A, Sherden Mall, an addition to the City of Sherman, Texas as shown by plat of record in Document No. 2023-265, of said Plat Records and the northwest corner of the herein described tract;

Thence **South 61°23'33" East**, along the south line of said Lot 1, Block A, Sherden Mall, a distance of **300.00 feet** to a "x" cut set in concrete for the southeast corner of said Lot 1, Block A, Sherden Mall and the northeast corner of the herein described tract;

Thence **South 28°36'27" West**, over and across said 41.235 acre tract, a distance of **122.50 feet** to an "x" cut in concrete found maintaining the northeast corner of said Lot 3, Block A, Club Carwash Sherman;

Thence **North 61°23'33" West**, along the north line of said Lot 3, Block A, Club Carwash Sherman, a distance of **300.00 feet** to the **Point-of-Beginning** and containing **0.844 acres** of land.

KNOWN ALL MEN BY THESE PRESENTS:

That I, John C. Copley, 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.

Preliminary Plat

John C. Copley
Registered Professional
Land Surveyor No. 6720
Firm No. 10194429

Date

AVIGATION RELEASE

THE STATE OF TEXAS \$
COUNTY OF GRAYSON \$

WHEREAS, SHERMAN NEC TEXOMA & LP, 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 **SHERDEN MALL PH. 2**, 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 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 **SHERDEN MALL PH. 2**, 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 ____ day of ____, 2024.

By: _____
SHERMAN NEC TEXOMA & LP

- GENERAL NOTES -

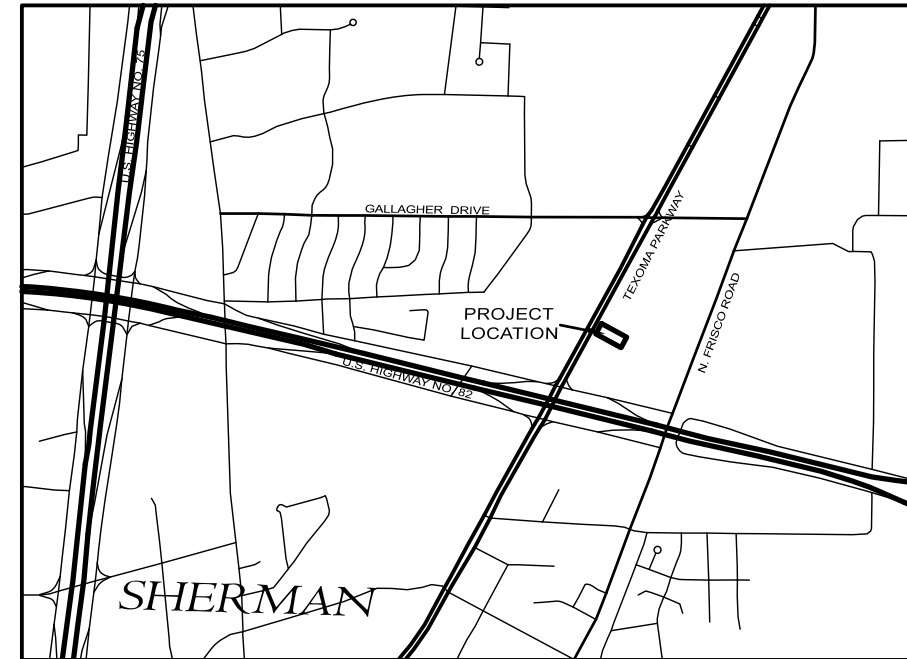
- Water Supply to be provided by the City of Sherman.
- Sewer service to be provided by the City of Sherman.
- Electrical service is provided by Onor Electrical Delivery.
- Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
- 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.
- The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
- 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.
- The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
- Bearings are based on the City of Sherman Control Monument Network.
- The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.
- All easements and rights of way dedicated to the City of Sherman by this plat include the following rights:
 - (i) The right of the City to change the size of any facilities installed, maintained, or operated within the area;
 - (ii) The right of the City to relocate any facilities within the area; and
 - (iii) The right of the City to remove from the area vegetation or other obstructions which endanger or may interfere with the efficiency and maintenance of any facilities within the area.

Purpose:
The purpose is to officially plat this 0.884 acres of land into 1 Lot.

Plat Summary: Lot 3, Block A: 0.884 Acres, Property is currently zoned C-2;

"PRELIMINARY PLAT, FOR INSPECTION PURPOSES ONLY. IN NO WAY OFFICIAL OR APPROVED FOR RECORD PURPOSES."

Vicinity Map



Owner's Certificate of Dedication

That SHERMAN NEC TEXOMA & LP, acting by and through its duly authorized agent, does hereby adopt this plat designating the herein described real property as the **SHERDEN MALL PH. 2**, an addition to the City of Sherman, Grayson County, Texas, Being 0.844 acres situated in and being a portion of the Reuben Hendrix Survey, Abstract No. 504, City of Sherman, Grayson County, Texas and does hereby dedicate to the public use forever the streets and easements shown on this plat. SHERMAN NEC TEXOMA & LP does herein certify the following:

- The streets and alleys are dedicated in fee simple for street and alley purposes.
- All public improvements and dedications shall be free and clear of all debt, liens, and other encumbrances.
- The easements and public use areas, as shown, and created by this plat, are dedicated for the public use forever for the purposes indicated on this plat.
- No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the City of Sherman.
- The City of Sherman is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
- Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Sherman's use thereof.
- The City of Sherman and public utilities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.
- The City of Sherman and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.
- All modifications to this document shall be by means of plat and approved by the City of Sherman.

WITNESS my hand at ____, County, Texas, this ____ day of ____ (year).

MEMBER OF SHERMAN NEC TEXOMA & LP

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ MEMBER OF SHERMAN NEC TEXOMA & LP 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 ____ day of ____, 2024.

Notary Public, State of Texas

Approved this ____ day of ____, 2024, by the City Planning Commission to the City of Sherman, Texas.

Chairman

Secretary

Preliminary Plat

SHERDEN MALL
Ph. 2
an addition to
the City of Sherman
Grayson County, Texas

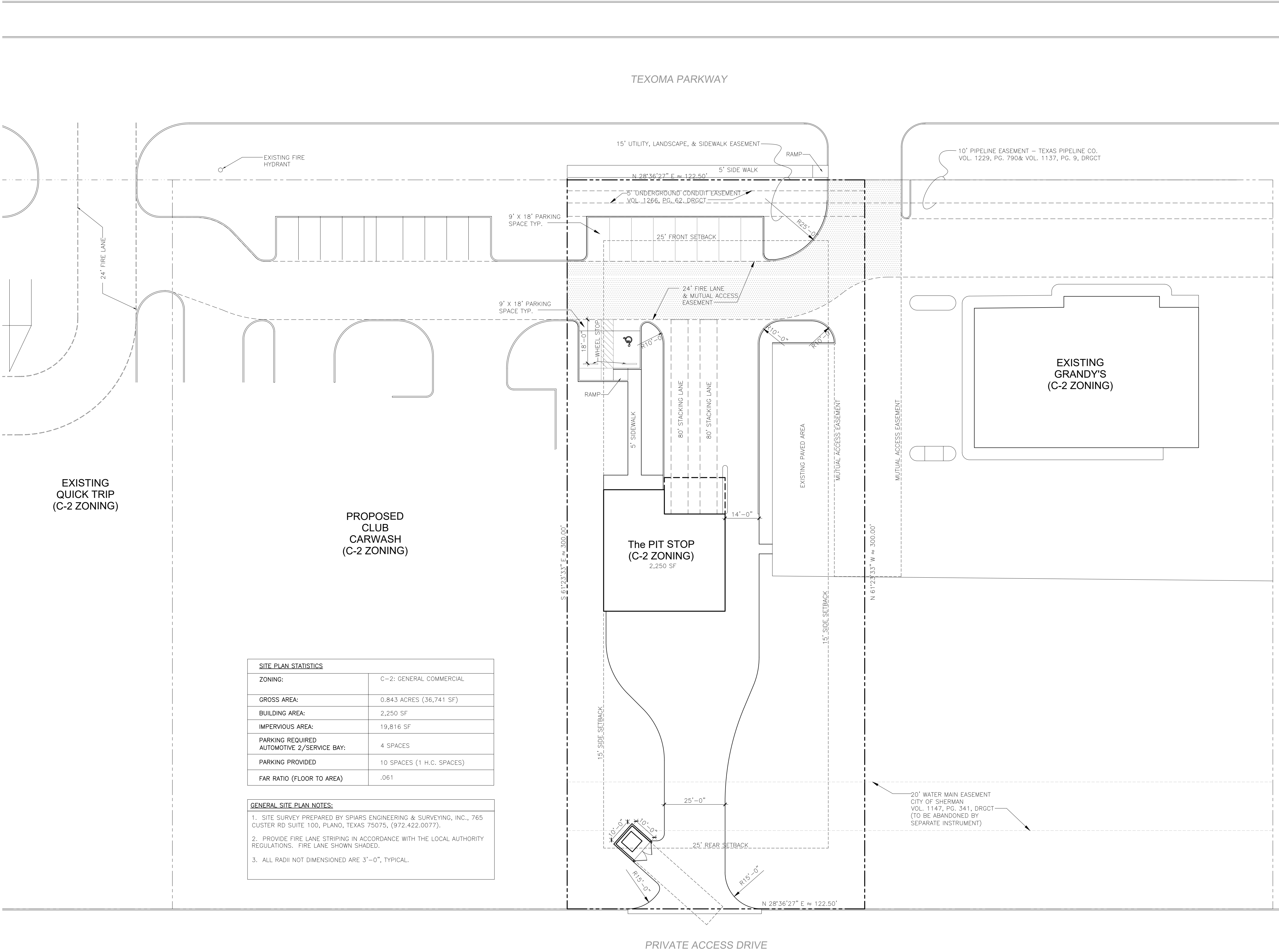
10/10/2024



Copley Land Surveying
3904 Texoma Parkway, Sherman, Texas 75090
TX 903-415-0643, ©K 880-980-0161
john@copleylandsurveying.com

OWNERS/DEVELOPER
SHERMAN NEC TEXOMA & LP
7500 SAN JACINTO,
PLANO, TEXAS 75024

SURVEYOR
JOHN C. COPLEY
R.P.L.S. NO. 6720
1702 VERDI LN.
SHERMAN, TEXAS 75090



SITE PLAN STATISTICS	
ZONING:	C-2: GENERAL COMMERCIAL
GROSS AREA:	0.843 ACRES (36,741 SF)
BUILDING AREA:	2,250 SF
IMPERVIOUS AREA:	19,816 SF
PARKING REQUIRED AUTOMOTIVE 2/SERVICE BAY:	4 SPACES
PARKING PROVIDED	10 SPACES (1 H.C. SPACES)
FAR RATIO (FLOOR TO AREA)	.061

- GENERAL SITE PLAN NOTES:**
1. SITE SURVEY PREPARED BY SPIARS ENGINEERING & SURVEYING, INC., 765 CUSTER RD SUITE 100, PLANO, TEXAS 75075, (972.422.0077).
 2. PROVIDE FIRE LANE STRIPING IN ACCORDANCE WITH THE LOCAL AUTHORITY REGULATIONS. FIRE LANE SHOWN SHADED.
 3. ALL RADII NOT DIMENSIONED ARE 3'-0", TYPICAL.

1 SITE PLAN
SCALE: 1" = 20'

100 NORTH TRAVIS STREET
SUITE NO.500
SHERMAN, TEXAS 75090
903.893.5800
www.BACA.team

**SCHEMATIC
DESIGN
REVIEW**
NOT FOR REGULATORY
APPROVAL, PERMITTING, OR
CONSTRUCTION

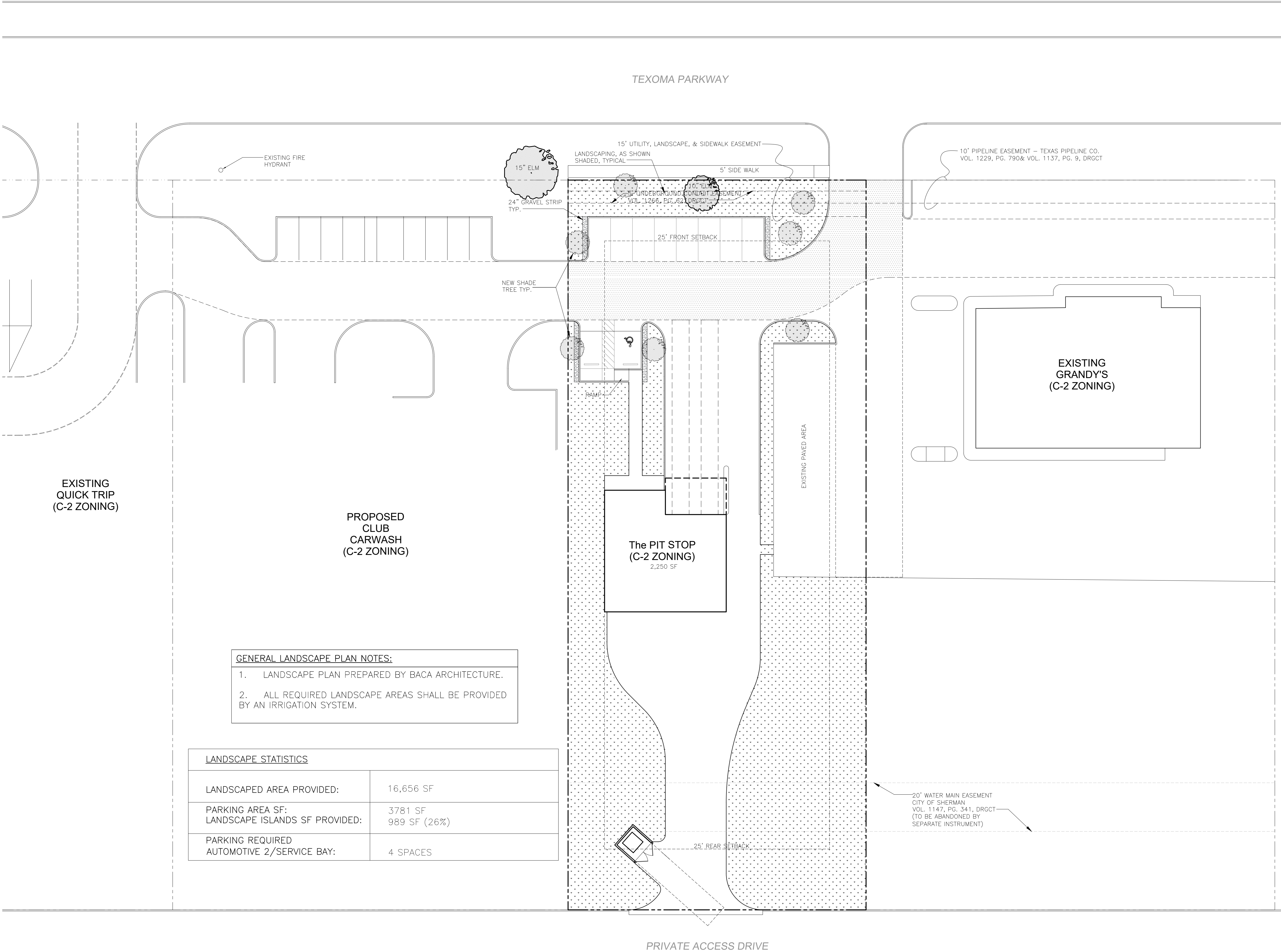
REVISIONS		DATE
NO.	DESCRIPTION	
1	ADDED SIDEWALK & RAMP	10/17/2024
2	CITY COMMENTS - 1ST ROUND	10/31/2024

The Pit Stop
A New Fast Lube Center
North Texoma Parkway, Sherman, Texas

PROJECT NUMBER
2423
DATE
10.09.24
SHEET NUMBER
SP-1

site plan

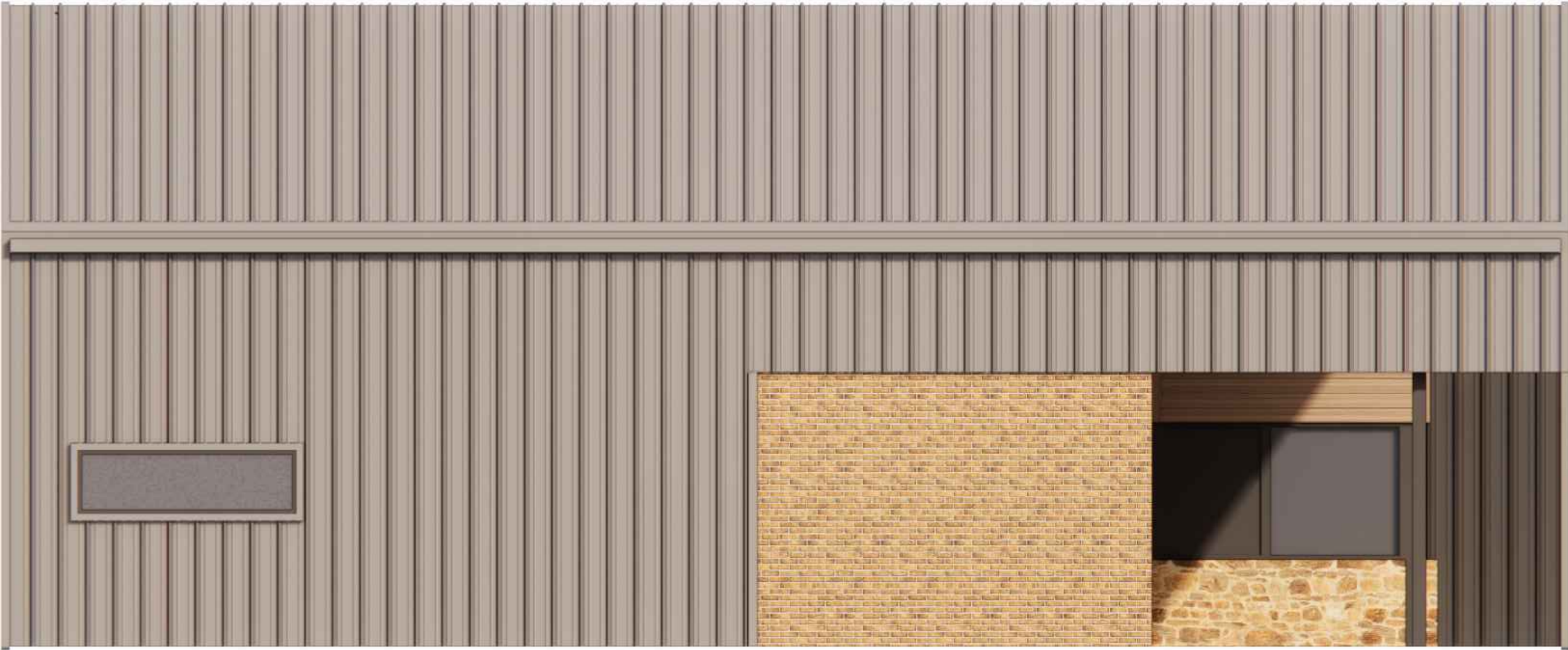
REVISIONS		DATE
NO	DESCRIPTION	
1	ADDED SIDEWALK & RAMP	10/17/2024
2	CITY COMMENTS - 1ST ROUND	11/04/2024



REVISIONS			DATE
NO.	DESCRIPTION	CITY COMMENTS - 1ST ROUND	
2			11/04/2024



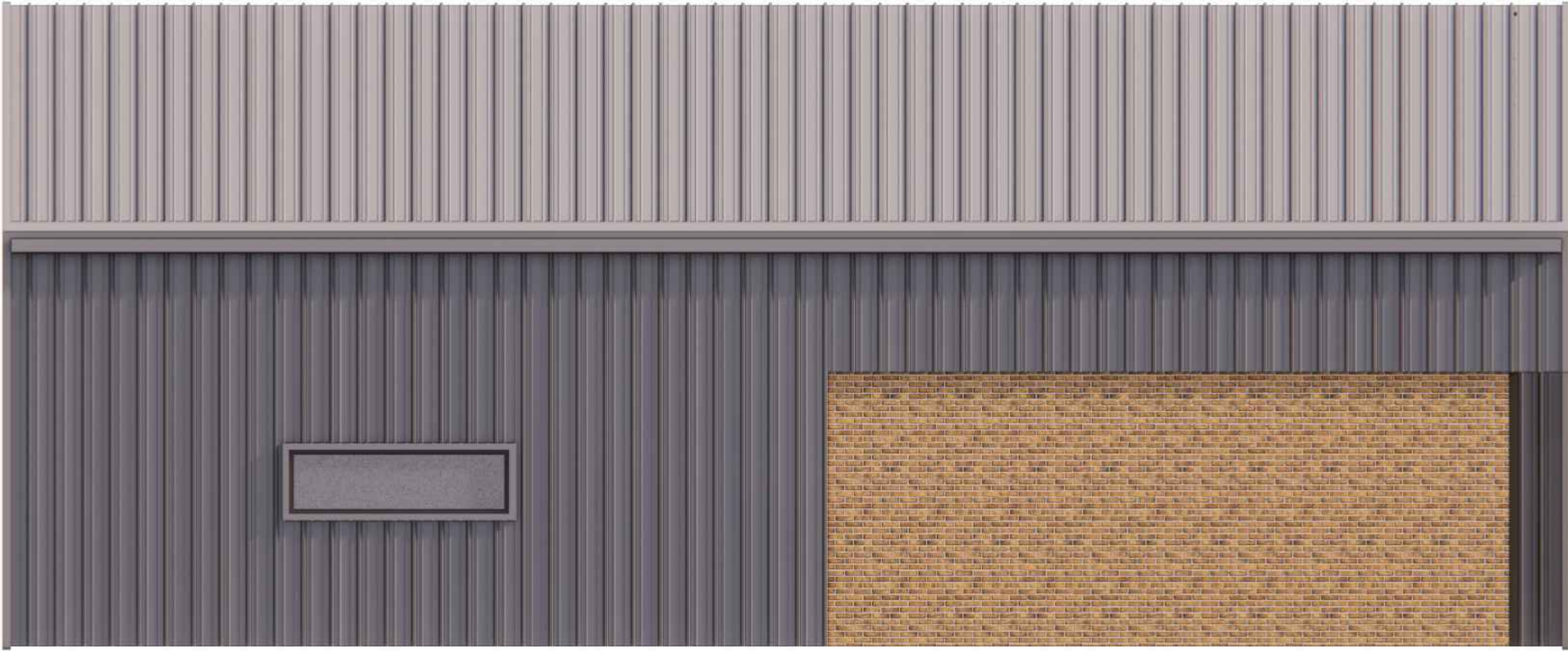
WEST ELEVATION
SCALE: NTS



SOUTH ELEVATION
SCALE: NTS



EAST ELEVATION
SCALE: NTS



NORTH ELEVATION
SCALE: NTS

09 October, 2024

Rob Rae, AICP
Director of Development Services
City of Sherman
220 West Mulberry Street
Sherman, Texas 75090

RE: The Pit Stop

Dear Mr. Rae,

The attached documents and Zoning application are for seeking approval of a Special Use Permit to allow a vehicle oil change facility in this location zoned C-2, as well as seeking approval of the Site Plan for the property shown in the drawings.

The Special Use Permit is being requested to provide a vehicle oil change facility on the subject site to provide a much needed amenity to Sherman and the surrounding neighborhood. We believe this location is the right fit for the neighborhood since there is already a large gas station/convenience store nearby and a proposed car wash next door. This facility will not provide outdoor storage, nor will it provide other services beyond normal maintenance services that can be completed within just a few minutes.

Please do not hesitate to contact me with any questions or clarifications.

Sincerely,



David Baca AIA, Architect + Principal

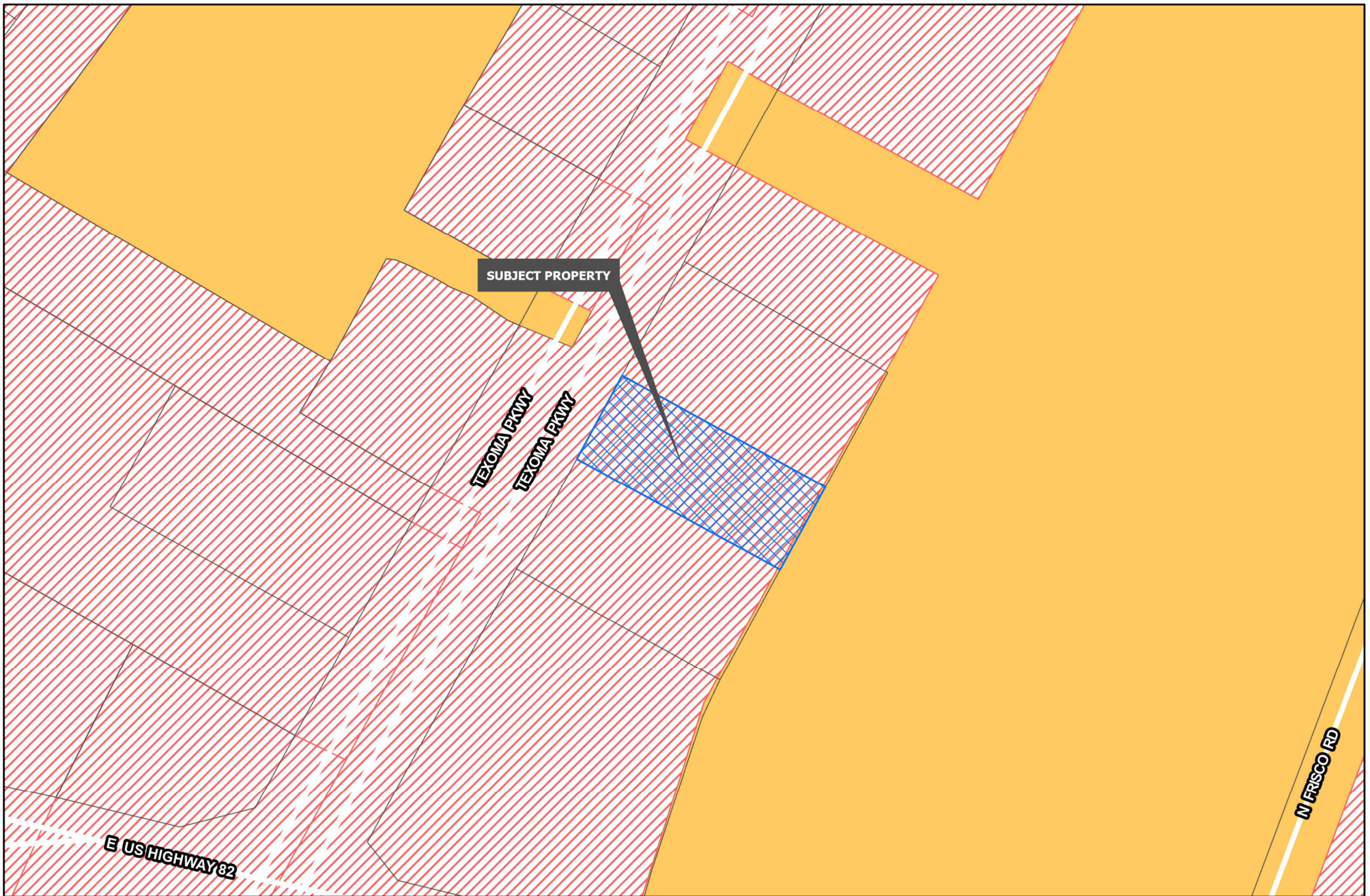
diagrone H:\PLANNING\Public Notification K.T.aprx



City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
3100 BLK TEXOMA PKWY



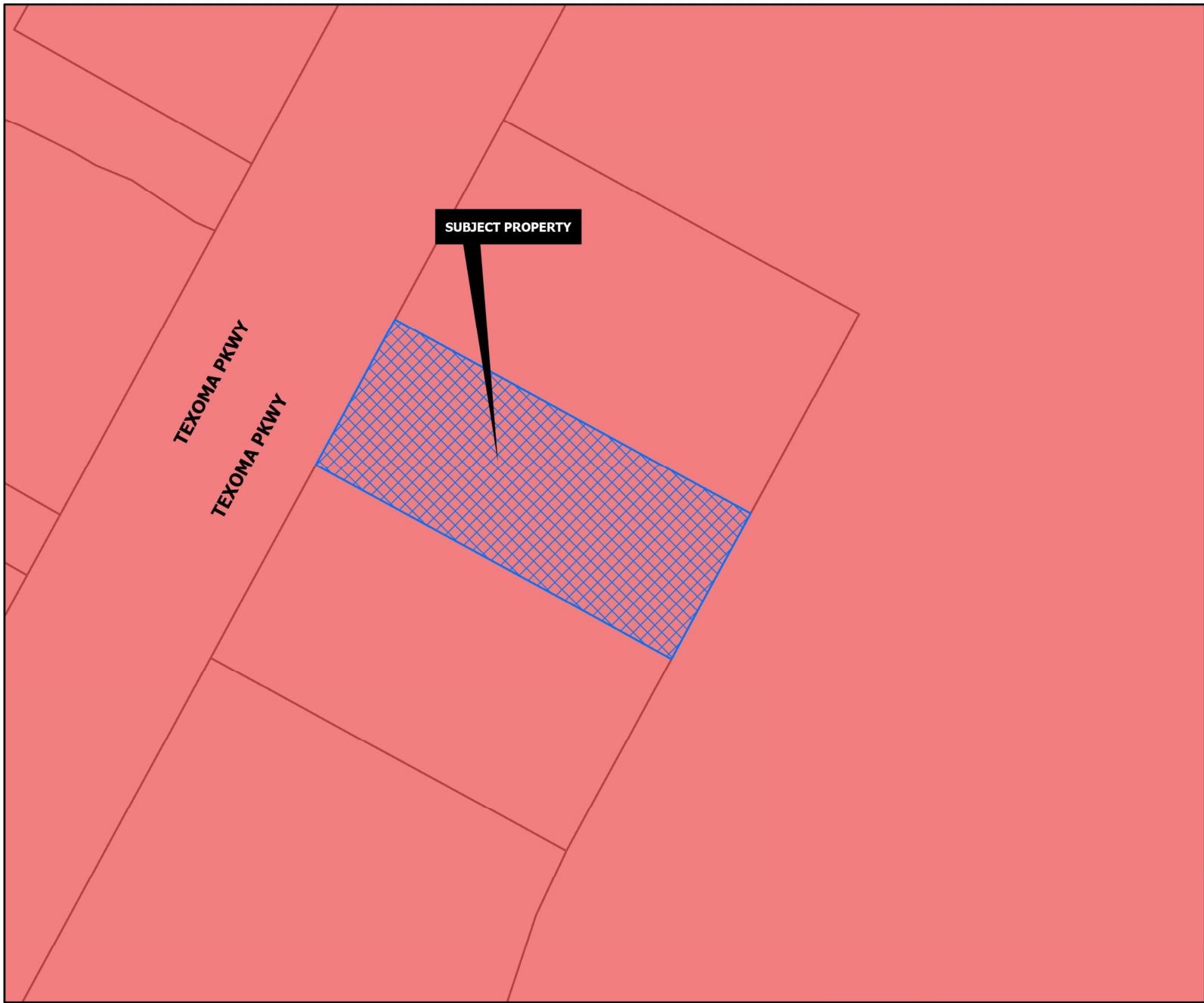


Development Services
Department

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

CITY OF SHERMAN
ZONING MAP
3100 BLK TEXOMA PKWY





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."



Development Services
Department

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

CITY OF SHERMAN
FUTURE LAND USE MAP
3100 BLK TEXOMA PKWY





Add a Caption

Friday • Nov 1, 2024 • 1:42 PM

[Adjust](#)

 IMG_8603

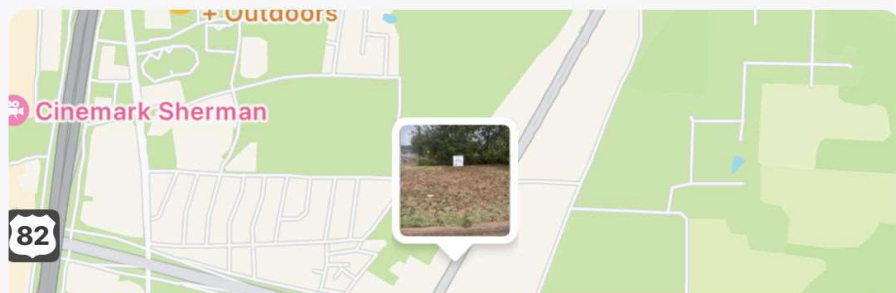
Apple iPhone 14 Pro

HEIF

Main Camera — 24 mm $f1.78$

12 MP • 3024 × 4032 • 4.6 MB

ISO 80 | 24 mm | 0 ev | $f1.78$ | 1/506 s



STAFF REVIEW LETTER

November 12, 2024

Sent via email

BACA Architecture
100 North Travis Street #500
Sherman, TX 75092

Dear Applicants,

The request of a Public Hearing, Site Plan and Specific Use Permit under Section 14.06.009 to allow Automobile repair, body work, or painting in a C-2 (General Commercial) District located in the 3100 Block Texoma Parkway has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, November 19, 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 3.02(c)*)
3. Sign Permits shall be permitted separately from the building permit and must adhere to the City's Zoning Ordinance/Code of Ordinance Chapter 14. (*Article 14.07*)
4. The 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. 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 The Pit Stop is the owner or lessee of the Property.
9. A Specific Use Permit is an amendment to the district regulations of the Zoning Ordinance that permits the establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure is discontinued or abandoned for a period of thirty (30) consecutive days in which event such Specific Use Permit shall be void and such use may not thereafter be resumed unless a new Specific Use Permit is granted in accordance with this section. (*Chapter 14, Sec. 14.06.009(a)(1)(C)*)
10. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
11. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review

letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering

12. Platting of the property is required. *Code of Ordinances Chapter 10.01.005; Texas Local Government Code Title 1, Sec. 212.004*
13. 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)*
14. Access to public wastewater main east of property is not permitted until the master plat has been filed of record and the Final Acceptance Letter for Sherden Mall Spine Road has been issued.
15. Abandonment of 20' Water Main Easement as established in Vol. 1147, Pg. 341, DRGCT to be approved by City Council with instrument information of abandonment shown in General Notes of plat. Coordinate with Engineering Department for abandonment requirements by emailing engineering@cityofsherman.com. *Code of Ordinances Chapter 10.03.007(c); Engineering Design Standards Manual 1.10(E)*
16. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. Civil Plan submittal requirements can be found in the Development Guide on the City of Sherman website. *Code of Ordinances Chapter 10.04; Engineering Design Standards Manual Sec. 1.9*

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



City Council Regular Meeting

Agenda Item No. D.7.

Meeting Date: 12/16/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6796

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 5.693 acres being part of the J.B. McAnair Survey, Abstract No. 763 City Of Sherman, Grayson County, Texas, Located at 1909 Texoma Parkway, Heretofore Zoned M-1 (Light Manufacturing) District; Rezoning And Placing The Tract In The C-2 (General Commercial) District Zoning Classification, GDMR Enterprises Joint Venture (Owner) and Dean Gilbert, Jr. (Representative) 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 5.693 acres of land located at 1909 Texoma Parkway from a M-1 (Light Manufacturing) District to C-2 (General Commercial) District.

Background:

The property is located at 1909 Texoma Parkway near the intersection of Texoma Parkway and North Grand Avenue. The owner is requesting a Zone Change from an M-1 (Light Manufacturing) District to C-2 (General Commercial) District.

The following has been approved for this location:

- 5/12/1992 - Exception to allow a pole sign with face area of signs to be greater than the 300 sq. ft. allowed in a C-2 (General Commercial) District
- 7/13/1993 - Exception to allow one additional free-standing sign on a C-2 (General Commercial) District lot

Origination:

GDMR Enterprises Joint Venture (Owner) and Dean Gilbert, Jr. (Representative)

Financial Consideration:

None

Staff Recommendation:

At the November 19, 2024 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.**

Alternatives:

The City Council could deny the request.

Attachments:

1. Ordinance No. 6796
2. Exhibit A - Survey
3. Location Map
4. Zoning Map
5. Future Landuse Map
6. Property Notification Sign
7. Narrative

ORDINANCE NO. 6796

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 5.693 ACRES BEING PART OF THE J.B. MCANAI SURVEY, ABSTRACT NO. 763 CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED AT 1909 TEXOMA PARKWAY, HERETOFORE ZONED M-1 (LIGHT MANUFACTURING) DISTRICT; REZONING AND PLACING THE TRACT IN THE C-2 (GENERAL COMMERCIAL) DISTRICT ZONING CLASSIFICATION, GDMR ENTERPRISES JOINT VENTURE (OWNER) AND DEAN GILBERT, JR. (REPRESENTATIVE) 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 1909 Texoma Parkway and all streets, roads and alleyways contiguous and/or adjacent thereto, shall be rezoned and placed in the C-2 (General Commercial) 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 16th day of December 2024.

ADOPTED on this the 16th day of December 2024.

EFFECTIVE DATE on this the 16th day of December 2024.

CITY OF SHERMAN, TEXAS

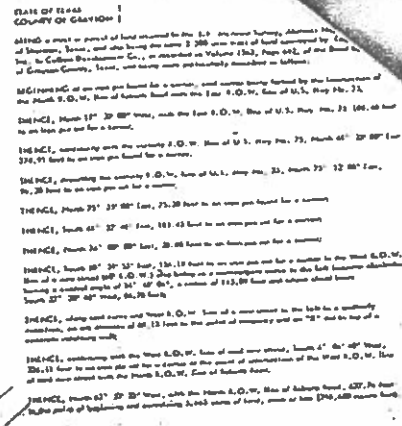
BY: _____
SHAWN TEAMANN, MAYOR

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



4. WALLY B. CARROLL, a registered Public Improver, in having custody that the plot chosen for the ceremony is the property of the Government, and as the ground survey team under his direction and supervision on the 11th day of May, 1970, the site, boundaries, and type of buildings and improvements on site, and all improvements being situated in the boundaries of the property, are built from property from the Government and that the distance from the nearest surrounding street, or road, is shown on said plot.

1. in all and no encumbrances, no conflicts, no violations or violations appear from the ground facts as shown on said plan.

[illegible]





 HARRY F. CONNOLLY
 Congressman, Maryland 10th

INSET 'D'

AS BUILT SURVEY

2.663 ACRES

JB McANAIR SURVEY - ABST. NO. 763

CITY OF SHERMAN

GRAYSON COUNTY, TEXAS

HARRY B. CARROLL SURVEYORS

324 KING ST TIRAS

DATE	DATE	JOB NO.	BY
1978	1978	MSC 05-78	40

[illegible]

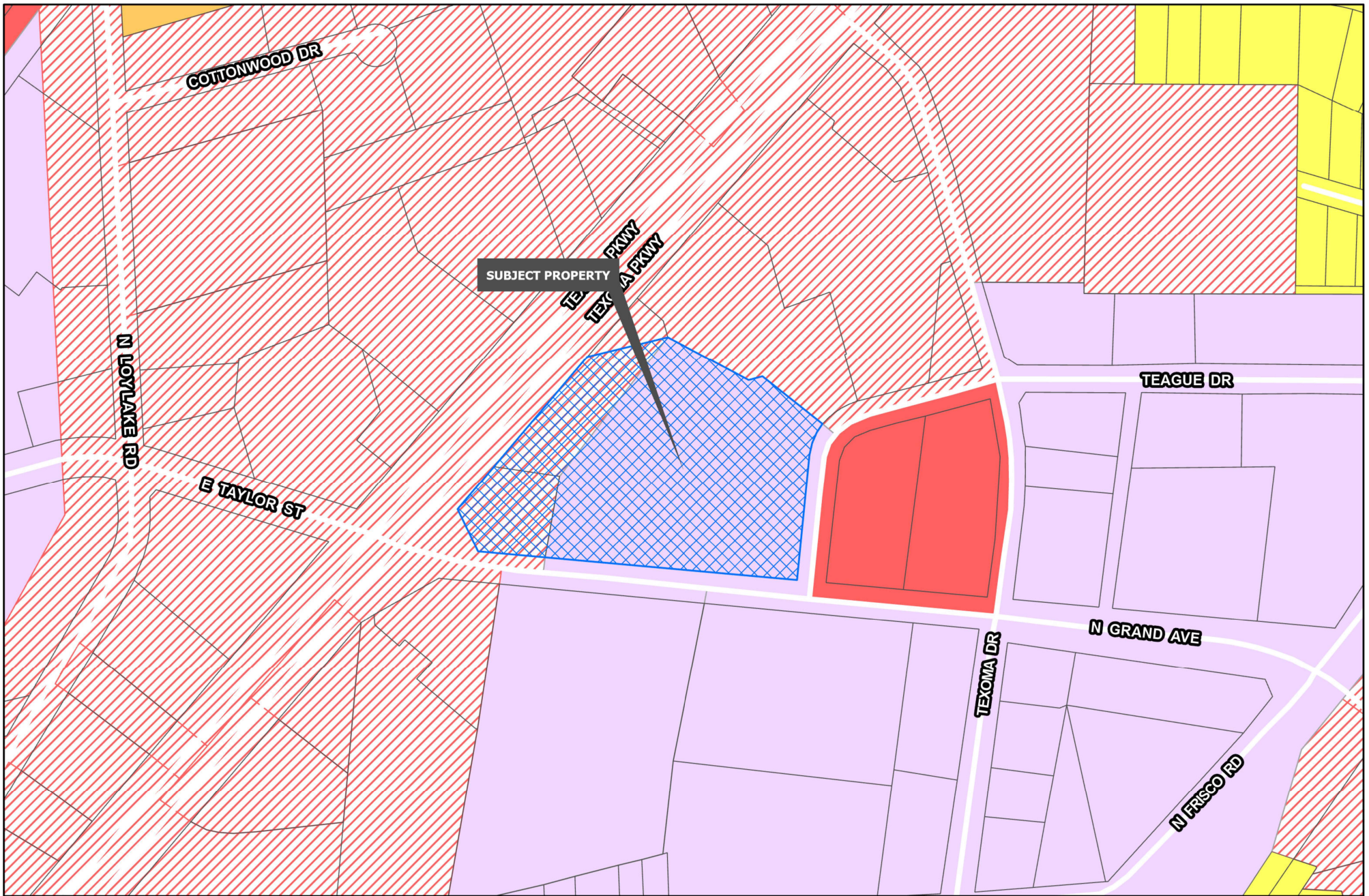
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City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
1909 TEXOMA PKWY





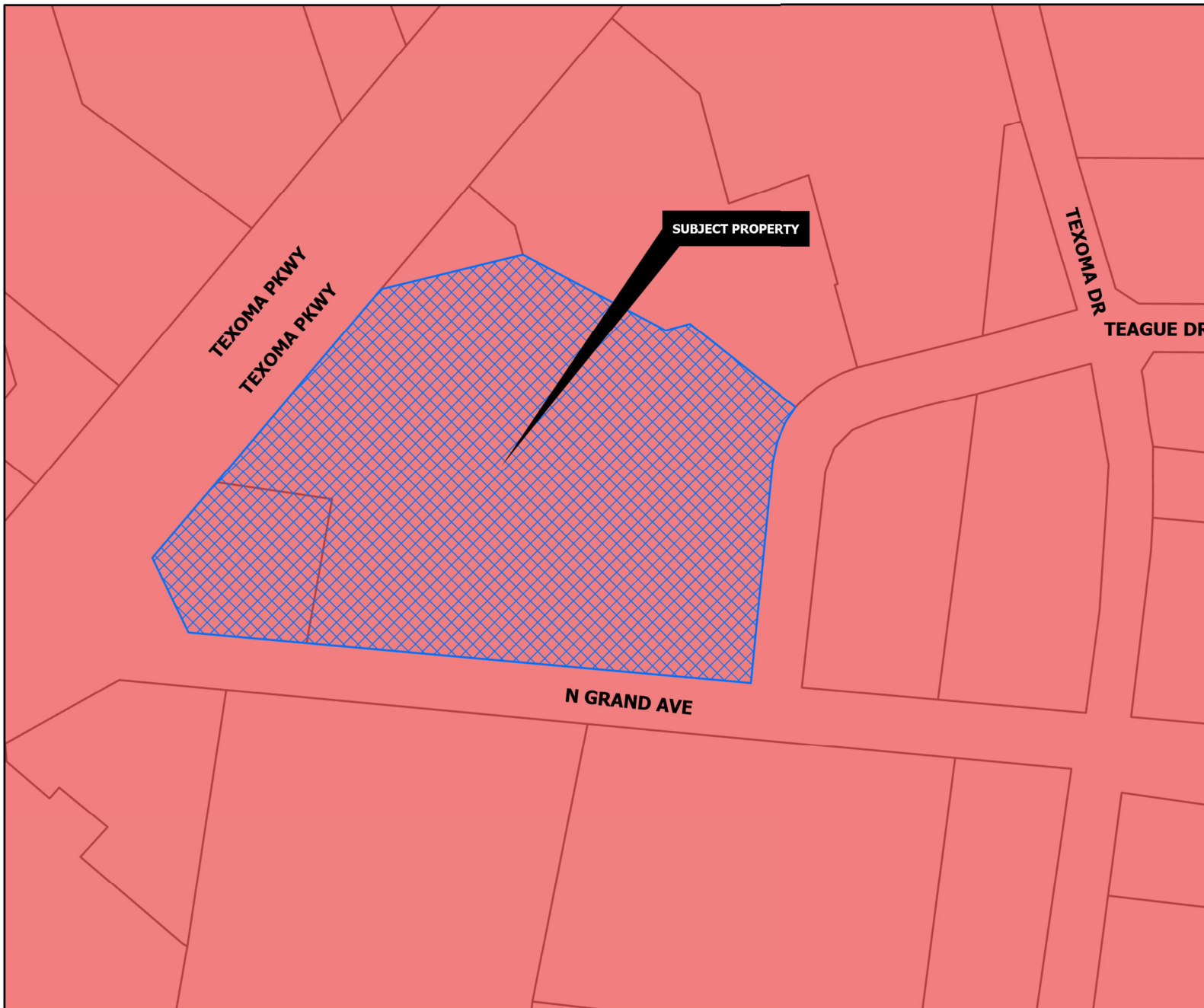
Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services
Department

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

CITY OF SHERMAN
ZONING MAP
1909 TEXOMA PKWY





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	Core Neighborhood	Technology Hub
Airport	Downtown	Planning & Zoning
City Parkland	Regional Commercial	
Community Commercial	Suburban Neighborhood	

CITY OF SHERMAN
FUTURE LAND USE MAP
1909 TEXOMA PKWY



Marlow, Lauren

From: laurenm@cityofsherman.com
To: Dean Gilbert Jr
Subject: RE: Screenshot 2024-11-04 at 8.23.50 AM

From: Dean Gilbert Jr
Sent: Monday, November 4, 2024 8:24 AM
To: Dean Gilbert Jr
Subject: Screenshot 2024-11-04 at 8.23.50 AM



Dean Gilbert Jr
DEAN GILBERT, REALTORS

Marlow, Lauren

From: laurenm@cityofsherman.com
To: Dean Gilbert Jr
Subject: RE: Screenshot 2024-11-04 at 8.23.19 AM

From: Dean Gilbert Jr
Sent: Monday, November 4, 2024 8:24 AM
To: Dean Gilbert Jr
Subject: Screenshot 2024-11-04 at 8.23.19 AM



Dean Gilbert Jr
DEAN GILBERT, REALTORS

Marlow, Lauren

From: laurenm@cityofsherman.com
To: Dean Gilbert Jr
Subject: RE: Screenshot 2024-11-04 at 8.22.49 AM

From: Dean Gilbert Jr
Sent: Monday, November 4, 2024 8:23 AM
To: Dean Gilbert Jr
Subject: Screenshot 2024-11-04 at 8.22.49 AM



Dean Gilbert Jr
DEAN GILBERT, REALTORS

To: City of Sherman / Planning

Re: 1909 Texoma Parkway – Sherman, Texas;
Zone Change Request from M-1 to C-2

Date: October 17, 2024

NARRATIVE AS REQUIRED BY THE ZONE CHANGE APPLICATION PACKET

The subject property has been zoned M-1 for many years. It was developed and improved by Tom Thumb Grocery back in 1977. After Tom Thumb moved locations and since the mid 1990's, the property transitioned and became a multi-tenant retail shopping center which is its use today.

I have been informed that retail is now a non-conforming use at this property, and that it needs to be re-zoned C-2. My zoning application is submitted for that purpose.

Apparently, this issue was created back in 2022 when a rule was implemented that retail is only allowed in a retail district and not higher zone classifications. The impact of this change must be widespread along the Parkway and even along roads such as Taylor Street (i.e. Sherwin Williams location is M-1). The rule change has been an unfortunate consequence for one of my tenants. They have been shut down by Developmental Services for having an insufficient description of their retail activity stated in their Certificate of Occupancy. My understanding is that they are unable to apply for a revised CO because of zoning. Additionally, I have a new tenant needing to apply for a CO now (which they can't do because of the recent rule change vs. zoning which has been in place for over 47 years).

I respectfully request a zone change from M-1 to C-2.



Dean Gilbert, Jr.

On behalf of GDMR Enterprises Joint Venture



City Council Regular Meeting

Agenda Item No. D.8.

Meeting Date: 12/16/2024

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6797

Authorizing the Issuance of "CITY OF SHERMAN, TEXAS, LIMITED TAX NOTES, SERIES 2025"; Specifying the Terms and Features of Such Notes; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Notes; and Resolving Other Matters Incident and Related Thereto, Including the Approval and Execution of a Paying Agent/Registrar Agreement and the Approval and Distribution of an Official Statement and Providing an Effective Date

Issue:

Consider all matters incident and related to the issuance and sale of "City of Sherman, Texas, Limited Tax Notes, Series 2025", including the adoption of an ordinance authorizing the issuance of such notes.

Background:

During the Budget Workshop, Council approved the purchase of the following fleet and equipment with Tax Notes.

Description	Funding needed
4 door, full size pickup, crew cab, F150 or other	58,500.00
Drop Ceiling (Mun Bldg)	3,500.00
Front Entrance Foyer (Mun Bldg)	8,500.00
3 ton split system AHU#1 (Mun Bldg)	12,000.00
3 ton split system AHU#2 (Mun Bldg)	12,000.00
3 ton split system AHU#3 (Mun Bldg)	12,000.00
Main Entry Front (Mun Bldg)	14,500.00
Gutters (Mun Bldg)	18,500.00
Auditorium Balcony	22,500.00
Stairs Interior (Mun Bldg)	24,500.00

Hallways (Mun Bldg)	27,500.00
Ballroom Stage	45,000.00
EMS System (Mun Bldg)	45,000.00
Auditorium Foyer	60,000.00
ADA Approaches N&S (Mun Bldg)	75,000.00
Ballroom flooring (wood)	80,000.00
Office Space Remodel (Mun Bldg)	80,000.00
Auditorium (decaying plaster)(Mun Bldg)	122,000.00
Plumbing Repair (Mun Bldg)	145,000.00
Off-road Medic Response Unit	100,000.00
3.5-ton Air Conditioner	10,000.00
5-ton Air Conditioner	10,800.00
Cat Display in Lobby	100,000.00
Asphalt	1,944,000.00
Man hole cutter attachment	55,920.00
Vermeer Chipper	100,695.11
2000 gal. Water truck	114,635.75
6yard dump truck	106,402.26
Skid steer 100hp+	82,620.32
4door pothole repair truck 1.8cuyd hopper	254,931.00
Columbarium	45,000.00
Mausoleum repair	200,000.00
John Deere 5055 Tractor (closed cab, w/ dump)	48,177.50
John Deere 100 horse tractor (dam mowing)	80,000.00
Repair exterior(Kerr East Library	10,000.00
Senior Center accessibility and restrooms	300,000.00
5 ton split system unit #2 (LaCima)	

	20,000.00
5 ton split system unit#1 (LaCima)	20,000.00
GW Pump St and Remote well security- EPA (17)	80,000.00
Power Monitors for GW HSP and Wells (34)	68,000.00
GW PLC Upgrades (17)	20,000.00
GW Pump Station HSP VFD (5)	30,000.00
GW Pump Station Chlorine Analyzer	26,150.00
GW Pump Station Chlorine Analyzer (7)	34,000.00
Crew cab 1-ton w/ crane-fire hydrants & valves	125,111.64
Flat bed 1 ton	66,011.74
15 Yard Dump Truck	209,496.42
Mini Excavator	73,586.70
LCRR Crew Truck **	67,435.32
LCRR Crew Trailer **	126,947.56
Lift Station Supervisor - Ford 3/4 ton 4x4 Crew Cab Pick Up	56,500.00
I & C Technician Ford 1/2 ton 4x2 super crew cab pick up	47,500.00
Operations Diesel Kubota RTV - X1100	22,000.00
Operations Kubota Diesel RTV 1100	22,000.00
3 ton package unit (Wastewater Bld3)	20,000.00
3 ton package unit (Wastewater Bld3)	20,000.00
3/4 ton 4x4 crew cab	54,500.00
Transfer truck	195,055.00
Transfer trailer	147,084.00
Knuckle boom truck	291,847.79
rear load	268,980.82
Roll Off (2)	581,477.31
Total Funding	7,122,866.24

Origination:

City Manager's Office

Financial Consideration:

The cost of issuance of these Notes will be about \$50,000 which will be netted against the proceeds from issuance.

Staff Recommendation:

The staff recommends the Council approve the Ordinance as presented.

Alternatives:

No alternatives can be recommended by staff at this time.

Attachments:

1. Ordinance No. 6797
2. Agreement

ORDINANCE NO. 6797

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS; AUTHORIZING THE ISSUANCE OF “CITY OF SHERMAN, TEXAS, LIMITED TAX NOTES, SERIES 2025”; SPECIFYING THE TERMS AND FEATURES OF SUCH NOTES; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SUCH NOTES; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO, INCLUDING THE APPROVAL AND EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT AND PROVIDING AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, pursuant to the Texas Government Code, Chapter 1431, as amended (hereinafter called the “Act”), the City Council is authorized and empowered to issue anticipation notes to pay contractual obligations to be incurred for (i) the construction of any public work, (ii) the purchase of materials, supplies, equipment, machinery, buildings, lands and rights-of-way for the City’s authorized needs and purposes, and (iii) a professional service; and

WHEREAS, in accordance with the provisions of the Act, the City Council hereby finds and determines that anticipation notes should be issued and sold at this time to finance the costs of paying contractual obligations to be incurred for (i) designing, constructing, renovating, improving and equipping the City’s existing municipal administrative office building, (ii) designing, constructing, improving, renovating and equipping Westhill Cemetery, (iii) improving, renovating and equipping the City’s existing animal shelter, (iv) improving, renovating and equipping existing library facilities, (v) improving, renovating and equipping the City’s existing senior citizen center, (vi) designing, constructing, improving, extending, expanding, upgrading, developing, and equipping streets, roads, bridges, and intersections, including curbs, gutters, sidewalks, signage and signals, lighting, ADA accessibility, landscaping, drainage, and utility infrastructure repair, replacement and relocation related thereto, (vii) the purchase of materials, supplies, equipment and machinery, including vehicles for the Engineering, Fire, Streets, Grounds Maintenance, Utility, and Solid Waste departments, and (viii) professional services rendered in relation to such projects and the financing thereof, now, therefore,

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

SECTION 1. Authorization – Designation - Principal Amount - Purpose. Notes of the City of Sherman, Texas (the “City”) shall be and are hereby authorized to be issued in the aggregate principal amount of \$_____, to be designated and bear the title “CITY OF SHERMAN, TEXAS, LIMITED TAX NOTES, SERIES 2025” (hereinafter referred to as the “Notes”), for the purpose of paying contractual obligations to be incurred for (i) designing, constructing, renovating, improving and equipping the City’s existing municipal administrative office building, (ii) designing, constructing, improving, renovating and equipping Westhill Cemetery, (iii) improving, renovating and equipping the City’s existing animal shelter, (iv) improving, renovating and

equipping existing library facilities, (v) improving, renovating and equipping the City's existing senior citizen center, (vi) designing, constructing, improving, extending, expanding, upgrading, developing, and equipping streets, roads, bridges, and intersections, including curbs, gutters, sidewalks, signage and signals, lighting, ADA accessibility, landscaping, drainage, and utility infrastructure repair, replacement and relocation related thereto, (vii) the purchase of materials, supplies, equipment and machinery, including vehicles for the Engineering, Fire, Streets, Grounds Maintenance, Utility, and Solid Waste departments, and (viii) professional services rendered in relation to such projects and the financing thereof, in conformity with the Constitution and laws of the State of Texas, including the Act.

SECTION 2. Fully Registered Obligations - Note Date - Authorized Denominations - Stated Maturities - Interest Rates. The Notes shall be issued as fully registered obligations only, shall be dated the date of initial delivery (the "Note Date"), shall be issued in denominations of \$5,000 or any integral multiple thereof, and principal payments shall become due and payable on August 15 in each of the years and in the amounts (the "Stated Maturities") and bear interest at the per annum rate(s) in accordance with the following schedule:

<u>Year of Payment</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rate(s) (%)</u>
2025		
2026		
2027		
2028		
2029		
2030		

The Notes shall bear interest on the unpaid principal amounts from the date of delivery to the initial purchasers (anticipated to be January 16, 2025) at the per annum rate(s) shown above in this Section. Interest on the Notes shall be calculated on the basis of a 360-day year of twelve 30-day months, and such interest shall be payable on February 15 and August 15 of each year, commencing August 15, 2025, until maturity.

SECTION 3. Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Notes, due and payable by reason of maturity, or otherwise, shall be payable only to the registered owners or holders of the Notes (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar and the payment thereof shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders. The selection and appointment of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, to serve as Paying Agent/Registrar for the Notes is hereby approved and confirmed. Books and records relating to the registration, payment, transfer and exchange of the Notes (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Mayor or Deputy Mayor and the City Clerk are

authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Notes. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Notes are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Notes, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States mail, first-class, postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Notes shall be payable at the Stated Maturities only upon presentation and surrender of the Notes to the Paying Agent/Registrar at its designated offices, initially in East Syracuse, New York, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Notes shall be paid to the Holders whose names appear in the Security

Register at the close of business on the Record Date (the last business day of the month next preceding the interest payment date) and shall be paid by the Paying Agent/Registrar (i) by check sent United States mail, first-class, postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Notes shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

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

SECTION 4. No Redemption. The Notes are not subject to redemption prior to maturity.

SECTION 5. Registration – Transfer - Exchange of Notes - Predecessor Notes. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Notes issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Note may be exchanged for Notes of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Note to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar. Upon surrender of any Note (other than the Initial Note authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the

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

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

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

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

Notes canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Notes," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Note or Notes registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Notes" shall include any mutilated, lost, destroyed, or stolen Note for which a replacement Note has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 11 hereof and such new replacement Note shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Note.

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

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

Owners") being recorded in the records of DTC and DTC Participants.

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

SECTION 7. Execution - Registration. The Notes shall be executed on behalf of the City by the Mayor or Deputy Mayor under its seal reproduced or impressed thereon and countersigned by the City Clerk. The signature of such officers on the Notes may be manual or facsimile. Notes bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the date of adoption of this Ordinance shall be deemed to be duly executed on behalf of the City, notwithstanding whether any of such individuals shall cease to hold such offices at the time of delivery of the Notes to the initial purchaser(s) and with respect to Notes delivered in subsequent exchanges and transfers, all as authorized and provided in the Texas Government Code, Chapter 1201, as amended. No Note shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Note either a certificate of registration substantially in the form provided in **Exhibit B**, manually executed by the Comptroller of Public Accounts of the State of Texas, or his duly authorized agent, or a certificate of registration substantially in the form provided in **Exhibit B**, manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly certified, registered, and delivered.

SECTION 8. Initial Note. The Notes herein authorized shall be initially issued as a single, fully registered note in the total principal amount stated in Section 1 hereof with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1, (hereinafter called the "Initial Note") and the Initial Note shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Note shall be the Note submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s) as the definitive Note with the Registration Certificate of Paying Agent/Registrar attached thereto. Any time after the delivery of the Initial Note, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, may cancel the Initial Note delivered hereunder and exchange therefor definitive Notes of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9. Forms. Forms Generally. The Notes, the Registration Certificate of the

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

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

SECTION 10. Levy of Taxes. To provide for the payment of the “Debt Service Requirements” of the Notes, being (i) the interest on the Notes and (ii) a sinking fund for their payment at maturity or a sinking fund of 2% (whichever amount is the greater), there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the City, within the limitations prescribed by law, and such tax hereby levied on each one hundred dollars’ valuation of taxable property in the City for the Debt Service Requirements of the Notes shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on such Notes while Outstanding; full allowance being made for delinquencies and costs of collection; separate books and records relating to the receipt and disbursement of taxes levied, assessed and collected for and on account of the Notes shall be kept and maintained by the City at all times while the Notes are Outstanding, and the taxes collected for the payment of the Debt Service Requirements on the Notes shall be deposited to the credit of a “Special 2025 Note Account” (the “Interest and Sinking Fund”) maintained on the records of the City and deposited in a special fund maintained at an official depository of the City’s funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Notes. The Mayor, Deputy Mayor, City Manager, Assistant City Manager, Chief Financial Officer, and City Clerk of the City, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Notes, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Notes as the same accrues or matures; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Notes.

The City has sufficient current funds available and such funds are hereby appropriated to make the payment to become due on the Notes on August 15, 2025, and the Mayor, Deputy Mayor, City Manager, Assistant City Manager, Chief Financial Officer, and City Clerk, individually or jointly, are hereby authorized and directed to transfer and deposit in the Interest and Sinking Fund such amount of current funds which will be sufficient to pay the amount to become due on the Notes on August 15, 2025.

SECTION 11. Mutilated - Destroyed - Lost and Stolen Notes. In case any Note shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Note of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Note, or in lieu of and in substitution for such destroyed, lost or stolen Note, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Note, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Note shall be borne by the Holder of the Note mutilated, or destroyed, lost or stolen. Every replacement Note issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Notes; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Notes.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Notes.

SECTION 12. Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Notes, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied. Notes or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Notes or the principal amount(s) thereof at maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities (hereinafter defined) shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities shall mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Notes, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof. In the event of a defeasance of the Notes, the City shall deliver to the Paying Agent/Registrar or an authorized escrow agent a certificate from its financial advisor, the Paying Agent/Registrar, an independent certified public accountant, or another qualified third party concerning the sufficiency of the deposit of cash and/or Government Securities to pay, when due, the principal of and interest due on any defeased Notes. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Notes to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

The term "Government Securities", as used herein, means (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States,

including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Notes.

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

SECTION 13. Ordinance a Contract - Amendments - Outstanding Notes. This Ordinance shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Note remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of Holders holding a majority in aggregate principal amount of the Notes then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Notes, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Notes, reduce the principal amount thereof, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Notes, (2) give any preference to any Note over any other Note, or (3) reduce the aggregate principal amount of Notes required to be held by Holders for consent to any such amendment, addition, or rescission. The term “Outstanding” when used in this Ordinance with respect to Notes means, as of the date of determination, all Notes theretofore issued and delivered under this Ordinance, except:

- (1) those Notes cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Notes deemed to be duly paid by the City in accordance with the provisions of Section 12 hereof; and

(3) those mutilated, destroyed, lost, or stolen Notes which have been replaced with Notes registered and delivered in lieu thereof as provided in Section 11 hereof.

SECTION 14. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section 14, the following terms have the following meanings:

“Closing Date” means the date on which the Notes are first authenticated and delivered to the initial purchasers against payment therefor.

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

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

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

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

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

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

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

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

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

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

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

(b) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Notes or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

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

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

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

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

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section

148(f) of the Code and the Regulations and rulings thereunder:

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

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Notes until six years after the final Computation Date.

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

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

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Notes, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section

because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Notes not been relevant to either party.

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

(k) Reimbursement. The City reasonably expects to reimburse capital expenditures made from its own funds with respect to the projects described in Section 1 hereof with proceeds of the Notes and this Ordinance shall constitute a declaration of official intent under Treas. Reg. § 1.150-2. The maximum principal amount of obligations to be issued for the projects is set forth in Section 1 hereof.

SECTION 15. Official Statement. The use of the Preliminary Official Statement in the offering and sale of the Notes is hereby ratified, confirmed and approved in all respects, and the City Council hereby finds that the information and data contained in said Preliminary Official Statement pertaining to the City and its financial affairs is true and correct in all material respects and no material facts have been omitted therefrom which are necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and the Preliminary Official Statement is deemed “final” as of its date except for the omission of the information permitted by the Rule (hereinafter defined), within the meaning of the Rule. The final Official Statement, which reflects the terms of sale (together with such changes approved by the Mayor, Deputy Mayor, City Manager, Assistant City Manager, Chief Financial Officer or City Clerk, one or more of said officials), shall be and is hereby in all respects approved and the Purchaser is hereby authorized to use and distribute said final Official Statement, dated December 16, 2024, in the offering, sale and delivery of the Notes to the public

SECTION 16. Sale of Notes. Pursuant to a public sale for the Notes, the bid submitted by _____ (herein referred to as the “Purchaser”) is declared to be the best bid received producing the lowest true interest cost rate to the City, and the sale of the Notes to the Purchaser at the price of \$_____, representing ___% of the par value, is hereby approved and confirmed. Delivery of the Notes to the Purchaser shall occur as soon as possible upon payment being made therefor in accordance with the terms of sale. The terms of sale are hereby declared to be in the best interest of the City. .

SECTION 17. Control and Custody of Notes. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Notes, and shall take and have charge and control of the Initial Note pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the initial purchaser.

SECTION 18. Proceeds of Sale. The proceeds of sale of the Notes, excluding any amounts

set aside to pay costs of issuance, and the rounding amount, if any, which shall be deposited to the credit of the Interest and Sinking Fund, shall be deposited in a construction fund maintained at a depository of the City. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of the Texas Government Code, Chapter 2256, as amended, and the City's investment policies and guidelines, and any investment earnings realized shall be expended for such authorized projects and purposes or deposited in the Interest and Sinking Fund as shall be determined by the appropriate authorized officials of the City. Any excess Note proceeds, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Interest and Sinking Fund.

SECTION 19. Continuing Disclosure Undertaking.

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

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

"MSRB" means the Municipal Securities Rulemaking Board.

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

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

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

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any

documents available to the public on the MSRB's internet web site or filed with the SEC.

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

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

terms of a Financial Obligation of the City, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (i) any event described in the immediately preceding Subsection (c)12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (ii) the City intends the words used in the immediately preceding Subsections (c)15 and (c)16 and the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

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

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

(e) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Notes within the meaning of the Rule, except that the City in any event will give the notice required by Subsection (c) of this Section of any Note calls and defeasance that cause the City to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Notes; and, nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section. Except as expressly provided within this Section, the City does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects; nor does the City undertake to update any information provided in accordance with this Section or otherwise. Furthermore, the City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Notes at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY NOTE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY

THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

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

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

SECTION 20. Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class, postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice. In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Notes. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 21. Cancellation. All Notes surrendered for payment, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if

surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Notes previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Notes so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Notes held by the Paying Agent/Registrar shall be returned to the City.

SECTION 22. Legal Opinion. The Purchaser's obligation to accept delivery of the Notes is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas ("Bond Counsel"), approving the Notes as to their validity, such opinion to be dated and delivered as of the date of delivery and payment for the Notes. An executed counterpart of said opinion shall accompany the global notes deposited with DTC or a reproduction thereof shall be printed on the definitive notes in the event the book-entry-only system shall be discontinued. The prior engagement of Bond Counsel as bond counsel to the City is hereby approved, ratified and confirmed.

SECTION 23. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 24. Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 25. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 26. Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 27. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 28. Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 29. Further Procedures. Any one or more of the Mayor, Deputy Mayor, City Manager, Assistant City Manager, Chief Financial Officer, and City Clerk are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may

be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Notes. In addition, prior to the initial delivery of the Notes, the Mayor, Deputy Mayor, City Manager, Assistant City Manager, Chief Financial Officer, and City Clerk, or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Notes by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

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

SECTION 30. Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 31. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by the Texas Government Code, Chapter 551, as amended.

SECTION 32. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below in accordance with the Texas Government Code, Section 1201.028, as amended, and it is so ordained.

[The remainder of this page intentionally left blank.]

INTRODUCED on this the 16th day of December 2024.

ADOPTED on this the 16th day of December 2024.

EFFECTIVE DATE on this the 16th day of December 2024.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

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

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

PAYING AGENT REGISTRAR/AGREEMENT

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of December 16, 2024 (this “Agreement”), by and between The Bank of New York Mellon Trust Company, N.A., a banking association duly organized and existing under the laws of the United States of America (the “Bank”) and the City of Sherman (the “Issuer”).

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its “City of Sherman, Texas, Limited Tax Notes, Series 2025” (the “Securities”), dated January 16, 2025, such Securities scheduled to be delivered to the initial purchasers thereof on or about January 16, 2025; and

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

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

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

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

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

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

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

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

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

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

“Financial Advisor” means Specialized Public Finance Inc.

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

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

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

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

“Responsible Officer”, when used with respect to the Bank, means any managing director, President, Vice President, senior associate, associate, or any other officer of the Bank customarily performing functions similar to those

performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

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

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

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

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

ARTICLE THREE PAYING AGENT

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

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

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

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

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

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

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

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

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

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

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

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

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security

Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

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

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

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

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

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

ARTICLE FIVE THE BANK

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

Section 5.02 Reliance on Documents, Etc.

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

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

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

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

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

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

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

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

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

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

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

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

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

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

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

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

In the event the Bank becomes involved in litigation in connection with this Section, the Issuer, to the extent permitted by law, agrees to indemnify and save the Bank harmless from all loss, cost, damages, expenses, and attorney fees suffered or incurred by the Bank as a result.

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

ARTICLE SIX MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6.12 Iran, Sudan or Foreign Terrorist Organizations. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

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

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

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

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

By: _____

Title: _____

Address: 500 Ross Street, Suite 625
Pittsburgh, PA 15262

CITY OF SHERMAN, TEXAS

By: _____
Mayor

Address: 317 S. Travis Street
Sherman, Texas 75090

Attest:

City Clerk

ANNEX A

EXHIBIT B**FORM OF NOTES**Form of Definitive Notes.REGISTERED
NO. R-____REGISTERED
\$_____UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF SHERMAN, TEXAS
LIMITED TAX NOTES, SERIES 2025Note Date:
January 16, 2025Interest Rate:
_____%Stated Maturity:
August 15, ____

CUSIP NO:

Registered Owner:

Principal Amount:

DOLLARS

The City of Sherman, Texas (hereinafter referred to as the "City"), a body corporate and political subdivision in the County of Grayson, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated, without right of prior redemption, and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Note appearing below (unless this Note bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Note is prior to the initial interest payment date in which case it shall bear interest from the date of its delivery to the initial purchaser) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing August 15, 2025, until maturity. Principal of this Note shall be payable at its Stated Maturity to the Registered Owner hereof upon presentation and surrender at the designated offices of the Paying Agent/Registrar executing the registration certificate appearing hereon, initially in East Syracuse, New York, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Note (or one or more Predecessor Notes, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class, postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Notes shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on

the original date payment was due. All payments of principal of, premium, if any, and interest on this Note shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Note is issued in the aggregate principal amount of \$_____ (herein referred to as the “Notes”) for the purpose of paying contractual obligations to be incurred for (i) designing, constructing, renovating, improving and equipping the City’s existing municipal administrative office building, (ii) designing, constructing, improving, renovating and equipping Westhill Cemetery, (iii) improving, renovating and equipping the City’s existing animal shelter, (iv) improving, renovating and equipping existing library facilities, (v) improving, renovating and equipping the City’s existing senior citizen center, (vi) designing, constructing, improving, extending, expanding, upgrading, developing, and equipping streets, roads, bridges, and intersections, including curbs, gutters, sidewalks, signage and signals, lighting, ADA accessibility, landscaping, drainage, and utility infrastructure repair, replacement and relocation related thereto, (vii) the purchase of materials, supplies, equipment and machinery, including vehicles for the Engineering, Fire, Streets, Grounds Maintenance, Utility, and Solid Waste departments, and (viii) professional services rendered in relation to such projects and the financing thereof, under and in strict conformity with the Constitution and laws of the State of Texas and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the “Ordinance”).

The Notes are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Note by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Notes; the terms and conditions relating to the transfer or exchange of this Note; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Note may be redeemed or discharged at or prior to its maturity, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Ordinance.

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

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

all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

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

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

CITY OF SHERMAN, TEXAS

Mayor

COUNTERSIGNED:

City Clerk

(SEAL)

(a) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Note only.

REGISTRATION CERTIFICATE OF COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER (_____
OF PUBLIC ACCOUNTS (_____ REGISTER NO. _____
THE STATE OF TEXAS (_____

I HEREBY CERTIFY that this Note has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(b) Form of Certificate of Paying Agent/Registrar to appear on Definitive Notes only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

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

The designated office of the Paying Agent/Registrar in East Syracuse, New York, is the Designated Payment/Transfer Office for this Note.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.
as Paying Agent/Registrar

Registration Date:

By _____
Authorized Signature

(c) Form of Assignment.

ASSIGNMENT

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

(Social Security or other identifying number: _____
_____) the within Note and all rights thereunder, and hereby
irrevocably constitutes and appoints _____

attorney to transfer the within Note on the books kept for registration thereof, with full power of
substitution in the premises.

DATED: _____

Signature guaranteed:

NOTICE: The signature on this assignment
must correspond with the name of the
registered owner as it appears on the face of
the within Note in every particular.

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

REGISTERED
NO. T-1

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF SHERMAN, TEXAS
LIMITED TAX NOTES, SERIES 2025

Note Date: January 16, 2025

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS

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

<u>Year of</u> <u>Stated Maturity</u>	<u>Principal</u> <u>Amounts (\$)</u>	<u>Interest</u> <u>Rate(s) (%)</u>
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(Information to be inserted from schedule in Section 2 hereof).

(without right of prior redemption) and to pay interest on the unpaid principal amounts hereof from the date of its delivery to the initial purchasers (January 16, 2025) at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 of each year, commencing August 15, 2025, until maturity. Principal installments of this Note are payable at its Stated Maturity to the registered owner hereof by The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "Paying Agent/Registrar"), upon presentation and surrender, at its designated offices, initially in East Syracuse, New York, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Note whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class, postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Notes shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Note shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

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PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of December 16, 2024 (this “Agreement”), by and between The Bank of New York Mellon Trust Company, N.A., a banking association duly organized and existing under the laws of the United States of America (the “Bank”) and the City of Sherman (the “Issuer”).

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its “City of Sherman, Texas, Limited Tax Notes, Series 2025” (the “Securities”), dated January 16, 2025, such Securities scheduled to be delivered to the initial purchasers thereof on or about January 16, 2025; and

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

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

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

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

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

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

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE TWO DEFINITIONS

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

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

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

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

“Financial Advisor” means Specialized Public Finance Inc.

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

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

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

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

“Responsible Officer”, when used with respect to the Bank, means any managing director, President, Vice President, senior associate, associate, or any other officer of the Bank customarily performing functions similar to those

performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

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

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

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

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

ARTICLE THREE PAYING AGENT

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

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

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

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

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

ARTICLE FOUR REGISTRAR

Section 4.01 Security Register - Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

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

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

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

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

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

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

Section 4.04 List of Security Holders. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security

Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

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

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

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

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

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

ARTICLE FIVE THE BANK

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

Section 5.02 Reliance on Documents, Etc.

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

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

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

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

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

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

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

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

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

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

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

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

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

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

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

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

In the event the Bank becomes involved in litigation in connection with this Section, the Issuer, to the extent permitted by law, agrees to indemnify and save the Bank harmless from all loss, cost, damages, expenses, and attorney fees suffered or incurred by the Bank as a result.

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

ARTICLE SIX MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6.12 Iran, Sudan or Foreign Terrorist Organizations. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

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

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

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

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

By: _____

Title: _____

Address: 500 Ross Street, Suite 625
Pittsburgh, PA 15262

CITY OF SHERMAN, TEXAS

By: _____
Mayor

Address: 317 S. Travis Street
Sherman, Texas 75090

Attest:

City Clerk

ANNEX A



City Council Regular Meeting

Agenda Item No. D.9.

Meeting Date: 12/16/2024

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6798

Enlarging the Boundaries of Tax Increment Reinvestment Zone Number Five, City of Sherman, Texas, Established Pursuant to Chapter 311 of the Texas Tax Code, by Adding to the Zone Approximately 128 Acres of Land; Providing for Findings of Fact; Describing the Boundaries of the Area to be Added to the Zone; Providing Severability and Repealer Clauses and an Effective Date

Issue:

To enlarge the boundaries of Tax Increment Reinvestment Zone #5 (TIRZ #5)

Background:

TIRZ #5 includes the area known as Sherman Crossroads, and is located at the northwest intersection of US Hwy 75 and FM 1417. The zone was created at the February 20, 2017, City Council meeting and enlarged at the August 7, 2017, City Council meeting to include an additional 10 acres. The zone currently includes several quick-service restaurants, a gas station/convenience store, and medical facilities. The zone has funded about \$3 million in public improvements. Development interest in this area has increased and the City desires to expand the zone to include an additional 96 acres on the west side, called Sherman Junction, and an additional 32 acres on the east side of U.S. Highway 75. The increment on the additional properties included in the enlarged zone will be used to fund public infrastructure to support the demand for commercial property. An updated Project and Financing Plan will be presented to the City Council for approval in the first half of 2025.

Origination:

City Manager

Financial Consideration:

There is no cost to enlarging the zone.

Staff Recommendation:

Staff recommends the City Council approve the ordinance to enlarge the zone.

Alternatives:

The Council could choose to not enlarge the zone.

Attachments:

1. Ordinance No. 6798
2. Exhibit A Survey East side of 74 24111201 - 3001 - 3621 S. Hwy 75 Sherman TX_ (ID 433803)
3. Exhibit B Survey TIRZ #5 west side expansion 21-0614_OVERALL 12-12-2024 (ID 434220)

4. TIRZ 5 Expanded (Map) (ID 428087)

ORDINANCE NO. 6798

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ENLARGING THE BOUNDARIES OF SHERMAN TAX INCREMENT REINVESTMENT ZONE NUMBER FIVE, CITY OF SHERMAN, TEXAS, ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, BY ADDING TO THE ZONE APPROXIMATELY 128 ACRES OF LAND; PROVIDING FOR FINDINGS OF FACT; DESCRIBING THE BOUNDARIES OF THE AREA TO BE ADDED TO THE ZONE; PROVIDING SEVERABILITY AND REPEALER CLAUSES AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, on February 20, 2017, the City Council of the City of Sherman, Texas (the “City”), pursuant to Chapter 311 of the Texas Tax Code, as amended (the “Act”), approved Ordinance No. 6010 (the “Creation Ordinance”), designating a contiguous geographic area within the City as Sherman Tax Increment Reinvestment Zone Number Five, City of Sherman, Texas (the “Zone”); and

WHEREAS, the Zone is also sometimes referred to as the Sherman Tax Increment Financing Reinvestment Zone Number Five (#5); and

WHEREAS, on August 7, 2017, the City Council of the City approved Ordinance No. 6044, which amended the Creation Ordinance by enlarging the boundaries of the Zone to add approximately 10 acres of land to the Zone; and

WHEREAS, the Zone currently encompasses the area northwest of the intersection of U.S. Highway 75 and F.M. 1417; and

WHEREAS, the City Council of the City of Sherman, Texas, now desires to enlarge the boundaries of the Zone to include an additional 32 acres on the east side of U.S. Highway 75, as more particularly described and depicted in Exhibit A, attached hereto, and an additional 96 acres on the west side of U.S. Highway 75, as more particularly described and depicted in Exhibit B, attached hereto (collectively, the “Additional Area”); and

WHEREAS, Section 311.007(a) of the Act, in pertinent part, provides that “the boundaries of an existing reinvestment zone may be reduced or enlarged by ordinance or resolution of the governing body of the municipality ... that created the zone;” and

WHEREAS, the City Council finds that the Additional Area is located wholly within the corporate limits of the City; and

WHEREAS, the City Council finds that the Additional Area meets the requirements of Section 311.005(a) of the Act because the Additional Area substantially arrests or impairs the sound growth of the City, and is predominantly open and undeveloped; and

WHEREAS, not more than thirty percent (30%) of the property in the proposed enlarged Zone, excluding property that is publicly owned, is used for residential purposes, as described in Section 311.006(a)(1) of the Act; and

WHEREAS, the total appraised value of taxable real property in the proposed enlarged Zone and in existing reinvestment zones does not exceed 50 percent of the total appraised value of taxable real property in the City and in the industrial districts created by the City, as described in Section 311.006(a)(2)(B) of the Act; and

WHEREAS, the proposed improvements in the proposed enlarged Zone will significantly enhance the value of all taxable real property in the Zone and will be of general benefit to the City; and

WHEREAS, the City has taken all actions required to enlarge the boundaries of the Zone including, but not limited to, all actions required by the Home Rule Charter of the City, the Act, the Texas Open Meetings Act, and all other laws applicable to the enlargement of the boundaries of the Zone; and

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

SECTION 1. RECITALS INCORPORATED.

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

SECTION 2. ENLARGEMENT APPROVED.

That the City, acting in accordance with the provisions of Chapter 311 of the Texas Tax Code, including Sections 311.005, 311.006 and 311.007, does hereby enlarge the boundaries of the Zone by adding the Additional Area described and depicted in Exhibits A and B attached hereto and made a part hereof for all purposes. The boundaries of the Zone shall be enlarged effective as of the effective date of this Ordinance. The tax increment base for the enlarged Zone shall include: (a) the tax increment base established by Ordinance Nos. 6010 and 6044; and (b) the tax increment base attributable to the Additional Area added to the Zone by this Ordinance, which tax increment base shall be determined as of January 1 of the year in which this Ordinance becomes effective.

SECTION 4. SEVERABILITY CLAUSE.

That it is hereby declared to be the intent of the City Council that the words, phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any word, phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by a final judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining words, phrases, clauses, sentences, paragraphs or sections of this ordinance, the City Council hereby declaring that this ordinance

would have been enacted by the City Council without the incorporation of any such invalid or unconstitutional word, phrase, clause, sentence, paragraph or section.

SECTION 5. REPEALER CLAUSE.

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

SECTION 6. OPEN MEETINGS.

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

SECTION 7. EFFECTIVE DATE.

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

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
SHERMAN, TEXAS, on the 16th day of December 2024.**

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ BY: _____
LINDA ASHBY, CITY CLERK SHAWN TEAMANN, MAYOR

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

BY: _____
RYAN D. PITTMAN
CITY ATTORNEY



DRAFTING & SURVEYING, INC.

Legal Description

Job No. 24111201

Situated in the County of Grayson, State of Texas, being a part of Preston Kitchen Survey, Abstract No. 667, and being the following 15 tracts of land: (1) all of a called 2.205 acre tract of land described in the deed to Thomas N. Shipp, recorded in Volume 5095, Page 365, Official Public Records, Grayson County, Texas, and (2) all of a called 3.73 acre tract of land described in the deed to Roger D. Brown, recorded in Volume 5978, Page 500, said Official Public Records, and (3 & 4) all of a called 1.76 acre tract described as Tract One and all of a called 0.40 acre tract described as Tract Two in the deed to Bryan Luckett, recorded in Volume 5530, Page 290, said Official Public Records, and (5 & 6) Lots 1 and 2 of Block 1, according to the plat thereof recorded in Volume 20, Page 42, Plat Records, Grayson County, Texas, and (7) the remainder of a called 2 acre tract of land described in the deed to Barbara Wible Powell and Margaret Wible Briggs, recorded in Volume 3960, Page 876, said Official Public Records, and (8) all of a called 3.04 acre tract of land described as Tract I in the deed to Mike Marks, recorded in Document No. 2017-24752, Real Property Records, Grayson County, Texas, and (9) all of a called 0.5537 acre tract of land described in the deed to Lucien Hines, recorded in Volume 5832, Page 720, said Official Public Records, and (10) all of a called 2.333 acre tract of land described in the deed to Highway 75, L.L.C., recorded in Volume 3432, Page 366, said Official Public Records, and (11) all of a called 3.923 acre tract of land described in the deed to Don Cogburn and Judy Cogburn, recorded in Volume 3904, Page 489, said Official Public Records, and (12) all of a called 3.807 acre tract of land described in the deed to Christy's Properties, LLC, recorded in Document No. 2019-24243, said Real Property Records, and (13) all of a called 4.598 acre tract of land described in the deed to 3605 Sherman Investments LLC, recorded in Volume 5705, Page 311, said Official Public Records, and (14) all of a called 0.4794 acre tract of land described in the deed to SE Legacy Drive Investments, LLC, recorded in Document No. 2022-36, said Real Property Records, and (15) all of a called 0.883 acre tract of land described in the deed to Radhe Hospitality, LLC, recorded in Volume 5659, Page 872, said Official Public Records, said 15 tracts of land hereinafter referred to as **Subject Tract** of land, and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod found for the northwest corner of said Subject Tract, common to the western-most southwest corner of a called 165.364 acre tract of land described in the deed to Lennar Homes of Texas and Construction, LTD, recorded in Document No. 2021-41431, said Official Public Records, and on the easterly right-of-way line of U.S. Highway No. 75;

Thence South 84°29'23" East, with a northerly line of said Subject Tract, and with a southerly line of said 165.364 acre tract, a distance of 344.17 feet to the northern-most northeast corner of said Subject Tract;

Thence South 05°30'37" West, with an easterly line of said Subject Tract, and with a westerly line of said 165.364 acre tract, a distance of 289.55 feet to a 1/2" steel rod found;

Thence South 80°46'32" East, with a northerly line of said Subject Tract, and with a southerly line of said 165.364 acre tract, a distance of 31.79 feet to a 1" steel rod found for the eastern-most northeast corner of said Subject Tract;

Thence South 15°30'09" East, with an easterly line of said Subject Tract, and with a westerly line of said 165.364 acre tract, and with the westerly line of Constitution Village, Section Two, according to the plat thereof recorded in Volume 4, Page 22, said Plat Records, a distance of 697.59 feet to a 1/2" pipe found;

Thence South 14°17'27" East, continuing with an easterly line of said Subject Tract, and with the westerly line of said Constitution Village, Section Two, a distance of 127.12 feet to a 1/2" steel rod found;

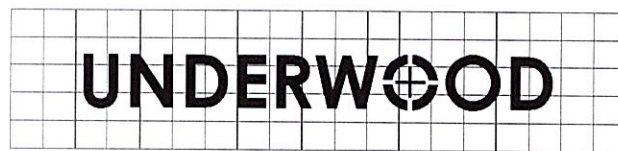
Thence South 15°13'54" East, continuing with an easterly line of said Subject Tract, and with the westerly line of said Constitution Village, Section Two, a distance of 268.58 feet to a 1/2" steel rod found;

Thence South 15°26'29" East, continuing with an easterly line of said Subject Tract, and with the westerly line of said Constitution Village, Section Two, and with the westerly line of Constitution Village, according to the plat thereof recorded in Volume 3, Page 73, said Plat Records, a distance of 267.03 feet to a point for corner;

Thence South 13°40'29" East, continuing with an easterly line of said Subject Tract, and with the westerly line of said Constitution Village, a distance of 182.79 feet to a 1/2" steel rod found;

Thence South 14°14'19" East, continuing with an easterly line of said Subject Tract, and with the westerly line of said Constitution Village, a distance of 264.81 feet to a 1/2" steel rod found;

Thence South 14°53'00" East, continuing with an easterly line of said Subject Tract, and with the westerly line of said Constitution Village, a distance of 470.19 feet to the southeast corner of said Subject Tract, common to the southwest corner of said Constitution Village, and on the northerly right-of-way line of F.M. Highway No. 1417;



DRAFTING & SURVEYING, INC.

Thence South $74^{\circ}44'10''$ West, with the southerly line of said Subject Tract, and with the northerly right-of-way line of said F.M. Highway No. 1417, a distance of 504.62 feet to the southwest corner of said Subject Tract, and at the intersection of the northerly right-of-way line of said F.M. Highway No. 1417 and the easterly right-of-way line of aforesaid U.S. Highway No. 75;

Thence with the westerly line of said Subject Tract, and with the easterly right-of-way line of said U.S. Highway No. 75, the following 7 courses:

1. North $25^{\circ}51'59''$ West, a distance of 579.20 feet to a point for corner;
2. North $18^{\circ}21'23''$ West, a distance of 139.81 feet to a point for corner;
3. North $10^{\circ}51'15''$ West, a distance of 479.94 feet to a $1/2''$ steel rod found;
4. North $10^{\circ}31'05''$ West, a distance of 405.39 feet to a $1/2''$ steel rod found;
5. North $07^{\circ}21'50''$ West, a distance of 243.20 feet to a $1/2''$ steel rod found;
6. With a curve to the right having a radius of 1860.00 feet, (chord bears North $00^{\circ}33'43''$ West, 388.86 feet) an arc length of 389.57 feet to a point for corner;
7. North $05^{\circ}26'07''$ East, a distance of 508.29 feet to the Point of Beginning and containing 32.17 acres of land, more or less.



Red 11/20/2024

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1860.00'	389.57'	388.86'	N 00°33'43" W	12°00'02"

LINE	BEARING	DISTANCE
L1	S 14°17'27" E	127.12'
L2	S 15°13'54" E	268.58'
L3	S 15°26'29" E	267.03'
L4	S 13°40'29" E	182.79'
L5	S 14°14'19" E	264.81'
L6	S 14°53'00" E	470.19'



SCALE
1" = 200'

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

LEGEND

P.O.B.	POINT OF BEGINNING
△	POINT FOR CORNER
⊙	1/2" STEEL ROD FOUND
○	1/2" PIPE FOUND
⊗	"X" CUT IN CONCRETE
⊙	1" STEEL ROD FOUND
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS
R.P.R.G.C.T.	REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS
P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS
---	BOUNDARY LINE
---	PROPERTY LINE
○	CHAINLINK FENCE
□	STOCKADE FENCE

DEED RECORDS

"A"

CALLED 2.205 AC.
THOMAS N. SHIPP
VOL. 5095, PG. 365
O.P.R.G.C.T.

"B"

CALLED 3.73 AC.
ROGER D. BROWN
VOL. 5978, PG. 500
O.P.R.G.C.T.

"C"

CALLED 1.76 AC.
BRYAN LUCKETT
TRACT ONE
VOL. 5530, PG. 290
O.P.R.G.C.T.

"D"

CALLED 0.40 AC.
BRYAN LUCKETT
TRACT TWO
VOL. 5530, PG. 290
O.P.R.G.C.T.

"E"

REMS. OF A CALLED 2 AC.
BARBARA WIBLE POWELL
& MARGARET WIBLE BRIGGS
VOL. 3960, PG. 876
O.P.R.G.C.T.

"F"

CALLED 3.04 AC.
MIKE MARKS
TRACT 1
DOC. NO. 2017-24752
R.P.R.G.C.T.

"G"

CALLED 0.5537 AC.
LUCIEN HINES
VOL. 5832, PG. 720
O.P.R.G.C.T.

"H"

CALLED 2.333 AC.
HIGHWAY 75, L.L.C.
VOL. 3432, PG. 366
O.P.R.G.C.T.

"I"

CALLED 3.923 AC.
DON COGBURN &
JUDY COGBURN
VOL. 3904, PG. 489
O.P.R.G.C.T.

"J"

CALLED 3.807 AC.
CHRISTY'S PROPERTIES, LLC
DOC. NO. 2019-24243
R.P.R.G.C.T.

"K"

CALLED 4.598 AC.
3605 SHERMAN
INVESTMENTS LLC
VOL. 5705, PG. 311
O.P.R.G.C.T.

"L"

CALLED 0.4794 AC.
SE LEGACY DRIVE
INVESTMENTS, LLC
DOC. NO. 2022-36
R.P.R.G.C.T.

"M"

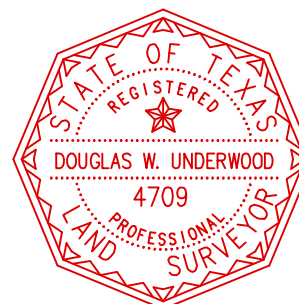
CALLED 0.883 AC.
RADHE HOSPITALITY, LLC
VOL. 5659, PG. 672
O.P.R.G.C.T.

GENERAL NOTES:

1. NOT ALL IMPROVEMENTS SHOWN

SEE LEGAL
ATTACHED

I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.



D.W. Underwood
Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 11/20/24



DRAFTING & SURVEYING

3404 INTERURBAN ROAD

DENISON, TEXAS 75021

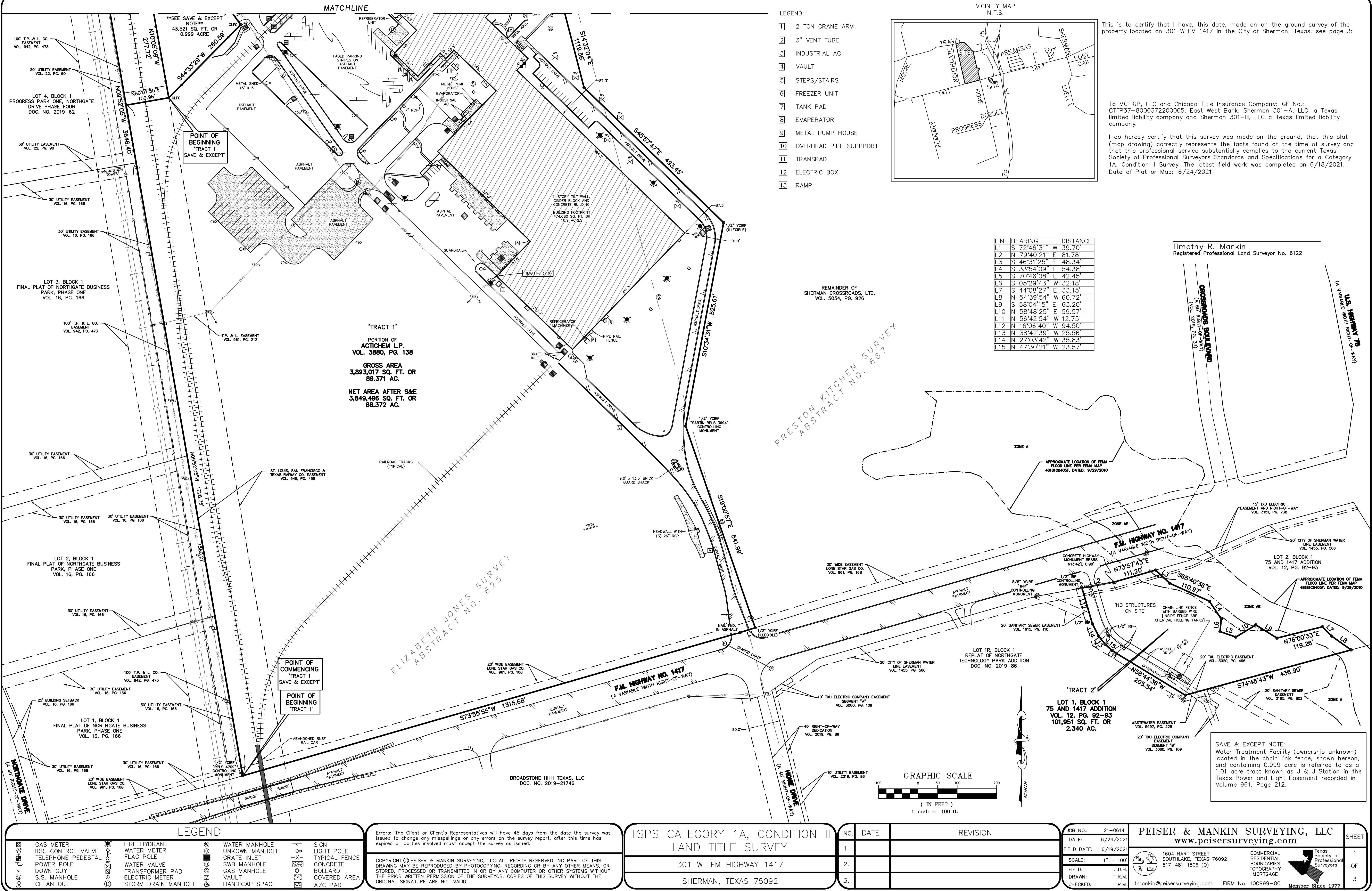
(903)465-2151

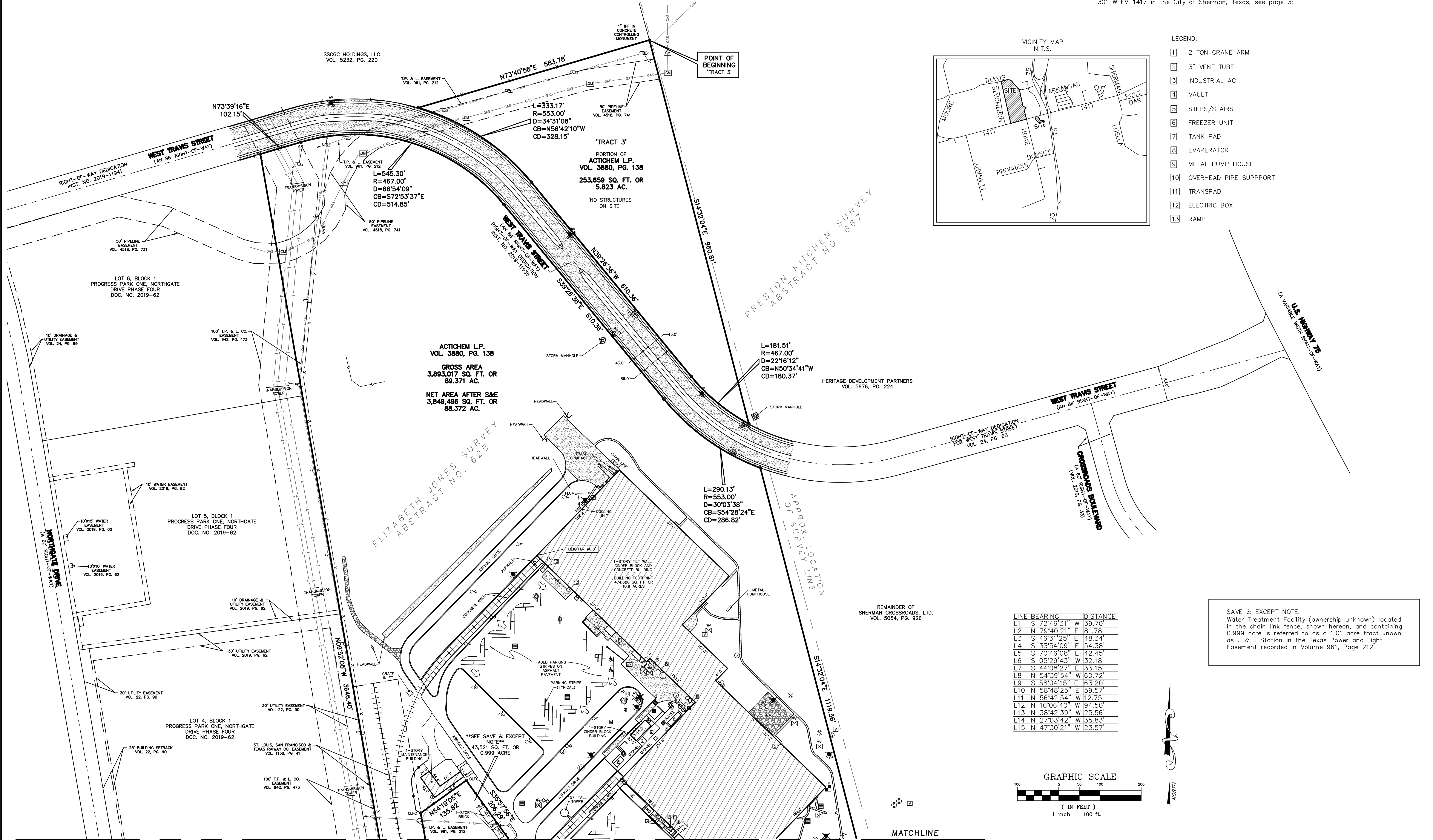
JOB NO. 2411201
FW: WK - DFT: BH

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LEGEND			
	GAS METER		FIRE HYDRANT
	IRR. CONTROL VALVE		WATER METER
	TELEPHONE PEDESTAL		FLAG POLE
	POWER POLE		WATER VALVE
	DOWN GUY		TRANSFORMER PAD
	S.S. MANHOLE		ELECTRIC METER
	CLEAN OUT		STORM DRAIN MANHOLE
	WATER MANHOLE		UNKNOWN MANHOLE
	GRATE INLET		SWB MANHOLE
	GAS MANHOLE		VAULT
	HANDICAP SPACE		SIGN
	LIGHT POLE		TYPICAL FENCE
	CONCRETE		BOLLARD
	COVERED AREA		A/C PAD

Errors: The Client or Client's Representatives will have 45 days from the date the survey was issued to change any misspellings or any errors on the survey report, after this time has expired all parties involved must accept the survey as issued.

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TSPS CATEGORY 1A, CONDITION II
LAND TITLE SURVEY

301 W. FM HIGHWAY 1417

SHERMAN, TEXAS 75092

NO.	DATE	REVISION
1.		
2.		
3.		

JOB NO.: 21-0614	DATE: 6/24/2021	FIELD DATE: 6/19/2021	SCALE: 1" = 100'	FIELD: J.D.H.	DRAWN: T.R.M.	CHECKED: T.R.M.
PEISER & MANKIN SURVEYING, LLC www.peisersurveying.com						
1604 HART STREET SOUTHLAKE, TEXAS 76092 817-481-1806 (O)						
COMMERCIAL RESIDENTIAL BOUNDARIES TOPOGRAPHY MORTGAGE						
tmankin@peisersurveying.com FIRM No. 100999-00 Member Since 1977						
SHEET 2 OF 3						

This is to certify that I have, this date, made an on the ground survey of the property located on 301 W FM 1417 in the City of Sherman, Texas, described as follows:

WHEREAS Actichem L.P. is the sole owner of three tracts of land situated in the City of Sherman, Grayson County, Texas, and being part of the Preston Kitchen Survey, Abstract No. 667, and the Elizabeth Jones Survey, Abstract No. 625, and being a portion of Tract One and all of Tract Two in Special Warranty Deed to ACTICHEM L.P. as recorded in Volume 3880, Page 138, Deed Records, Grayson County, Texas, and being more particularly described as three tracts as follows:

TRACT ONE:

BEGINNING at a 1/2 inch iron rod found with yellow plastic cap stamped RPLS 4709 for the southwest corner of said ACTICHEM Tract One, same being the southeast corner of Block 1, Final Plat of Northgate Business Park, Phase One, an addition to the City of Sherman, Grayson County, Texas, according to the plat thereof recorded in Volume 16, Page 166, Plat Records, Grayson County, Texas, same being in the north right-of-way line of F.M. Highway No. 1417 (a variable width right-of-way);

THENCE North 09 deg. 52 min. 05 sec. West, along the common line of said ACTICHEM Tract One, and said Block 1, passing at a distance of 1580.21 feet the northeast corner of said Block 1, same being the southeast corner of Block 1, Progress Park One, Northgate Drive Phase Four, an addition to the City of Sherman, Grayson County, Texas, according to the plat thereof recorded in Document Number 2019-62, Official Public Records, Grayson County, Texas, and continuing along the common line of said ACTICHEM Tract One, and said Block 1, Progress Park One, a total distance of 3646.40 feet to a 1/2 inch iron rod set with red plastic cap stamped "Peiser & Mankin SURV" (hereinafter referred to as 1/2 inch iron rod set) for the northwest corner of said ACTICHEM Tract One, same being the northeast corner of said Block 1, Progress Park One, same being in the south right-of-way line of West Travis Street (an 86 foot right-of-way, per Instrument Numbers 2019-11941, 2019-11935 and Volume 24, Page 65);

THENCE North 73 deg. 39 min. 16 sec. East, along the north line of said ACTICHEM Tract One, and along the south right-of-way line of said West Travis Street, a distance of 102.15 feet to a 1/2 inch iron rod set for the beginning of a curve to the right having a radius of 467.00 feet, a delta angle of 66 deg. 54 min. 09 sec., and a chord bearing and distance of South 72 deg. 53 min. 37 sec. East, 514.85 feet;

THENCE through the interior of said ACTICHEM Tract One, and along the south right-of-way line of said West Travis Street as follows:

In a southeasterly direction, and along said curve to the right, an arc distance of 545.30 feet to a 1/2 inch iron rod set for the end of said curve;

South 39 deg. 26 min. 36 sec. East, a distance of 610.36 feet to a 1/2 inch iron rod set for the beginning of a curve to the left having a radius of 553.00 feet, a delta angle of 30 deg. 03 min. 38 sec., and a chord bearing and distance of South 54 deg. 28 min. 24 sec. East, 286.82 feet;

In a southeasterly direction, and along said curve to the left, an arc distance of 290.13 feet to a 1/2 inch iron rod set for the northeast corner of the herein described tract, same being in the east line of said ACTICHEM Tract One, same being the southeast corner of said West Travis Street dedication recorded in Instrument No. 2019-11935, said Official Public Records, same being in the west line of the remainder of that certain tract of land to Sherman Crossroads, Ltd., by deed recorded in Volume 5054, Page 926, said Deed Records;

THENCE along the common line of said ACTICHEM Tract One, and said Sherman Crossroads tract as follows:

South 14 deg. 32 min. 04 sec. East, a distance of 1119.56 feet to a 1/2 inch iron rod set for an angle point;

South 45 deg. 57 min. 47 sec. East, a distance of 493.45 feet to a 1/2 inch iron rod found with illegible yellow plastic cap for an angle point;

South 10 deg. 34 min. 31 sec. West, a distance of 525.61 feet to a 1/2 inch iron rod found with yellow plastic cap stamped "Sortin RPLS 3694" for an angle point;

South 19 deg. 00 min. 57 sec. East, a distance of 541.99 feet to a 1/2 inch iron rod found with illegible yellow plastic cap for the southeast corner of said ACTICHEM Tract One, same being the southwest corner of said Crossroads tract, same being in the north right-of-way line of aforesaid F.M. Highway No. 1417;

THENCE along the common line of said ACTICHEM Tract One, and the north right-of-way line of said F.M. Highway No. 1417 as follows:

South 72 deg. 46 min. 31 sec. West, a distance of 39.70 feet to a nail found in asphalt for an angle point;

South 73 deg. 55 min. 55 sec. West, a distance of 1315.68 feet to the POINT OF BEGINNING and containing 89.371 acres of computed land;

SAVE & EXCEPT that certain 0.999 acre tract of land situated in the City of Sherman, Grayson County, Texas, and being part of the Elizabeth Jones Survey, Abstract No. 625, and being part of a called 314.444 acre tract of land to Johnson & Johnson by deed dated November 29, 1960, recorded in Volume 924, Page 40, Deed Records, Grayson County, Texas, and being The City of Sherman Water Treatment Facility 0.999 acre is referred to as a 1.01 acre tract (ownership unknown) and known as J & J Station in the Texas Power and Light Easement recorded in Volume 961, Page 212, said 0.999 acre tract being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod found with yellow plastic cap stamped RPLS 4709 for the southwest corner of Tract One in Special Warranty Deed to ACTICHEM L.P. as recorded in Volume 3880, Page 138, Deed Records, Grayson County, Texas, same being the southeast corner of Block 1, Final Plat of Northgate Business Park, Phase One, an addition to the City of Sherman, Grayson County, Texas, according to the plat thereof recorded in Volume 16, Page 166, Plat Records, Grayson County, Texas, same being in the north right-of-way line of F.M. Highway No. 1417 (a variable width right-of-way);

THENCE North 09 deg. 52 min. 05 sec. West, along the common line of said ACTICHEM Tract One, and said Block 1, a distance of 1728.76 feet to an angle point;

THENCE North 80 deg. 07 min. 55 sec. East, through the interior of said ACTICHEM Tract One, a distance of 109.96 feet to a chain link fence corner for the south corner of the herein described tract, same being the POINT OF BEGINNING;

THENCE North 10 deg. 05 min. 09 sec. West, along a chain link fence, a distance of 277.72 feet to a chain link fence corner for the northwest corner of the herein described tract;

THENCE North 54 deg. 19 min. 05 sec. East, along a chain link fence, a distance of 135.82 feet to a chain link fence corner for the north corner of the herein described tract;

THENCE South 35 deg. 57 min. 56 sec. East, along a chain link fence, a distance of 206.29 feet to a chain link fence corner for the southeast corner of the herein described tract;

THENCE South 44 deg. 33 min. 29 sec. West, along a chain link fence, a distance of 260.59 feet to the POINT OF BEGINNING and containing 43,521 square feet or 0.999 acre of computed land;

LEAVING a net area of 88.372 acres of computed land, more or less.

TRACT TWO:

Situated in the City of Sherman, Grayson County, Texas, and being all of Lot One (1), in Block One (1), of 75 AND 1417 ADDITION, an addition to the City of Sherman, Grayson County, Texas, according to the plat thereof recorded in Volume 12, Page 92, Plat Records, Grayson County, Texas, and containing a calculated 101,951 square feet or 2.340 acres of computed land, more or less.

TRACT THREE:

BEGINNING at a 1 inch iron pipe found in concrete for the northeast corner of said ACTICHEM Tract One, same being the southeast corner of the remainder of that certain tract of land to SSCGC Holdings, LLC, by deed recorded in Volume 5232, Page 220, Deed Records, Grayson County, Texas, same being in the west line of that certain tract of land to Heritage Development Partners, by deed recorded in Volume 5676, Page 224, said Deed Records;

THENCE South 14 deg. 32 min. 04 sec. East, along the common line of said ACTICHEM Tract One, and said Heritage tract, a distance of 960.81 feet to a 1/2 inch iron rod set with red plastic cap stamped "Peiser & Mankin SURV" (hereinafter referred to as 1/2 inch iron rod set) for the south corner of the herein described tract, same being in the north right-of-way line of West Travis Street (an 86 foot right-of-way, per Instrument Numbers 2019-11941, 2019-11935 and Volume 24, Page 65), same being the beginning of a non-tangent curve to the right having a radius of 467.00 feet, a delta angle of 22 deg. 16 min. 12 sec., and a chord bearing and distance of North 50 deg. 34 min. 41 sec. West, 180.37 feet;

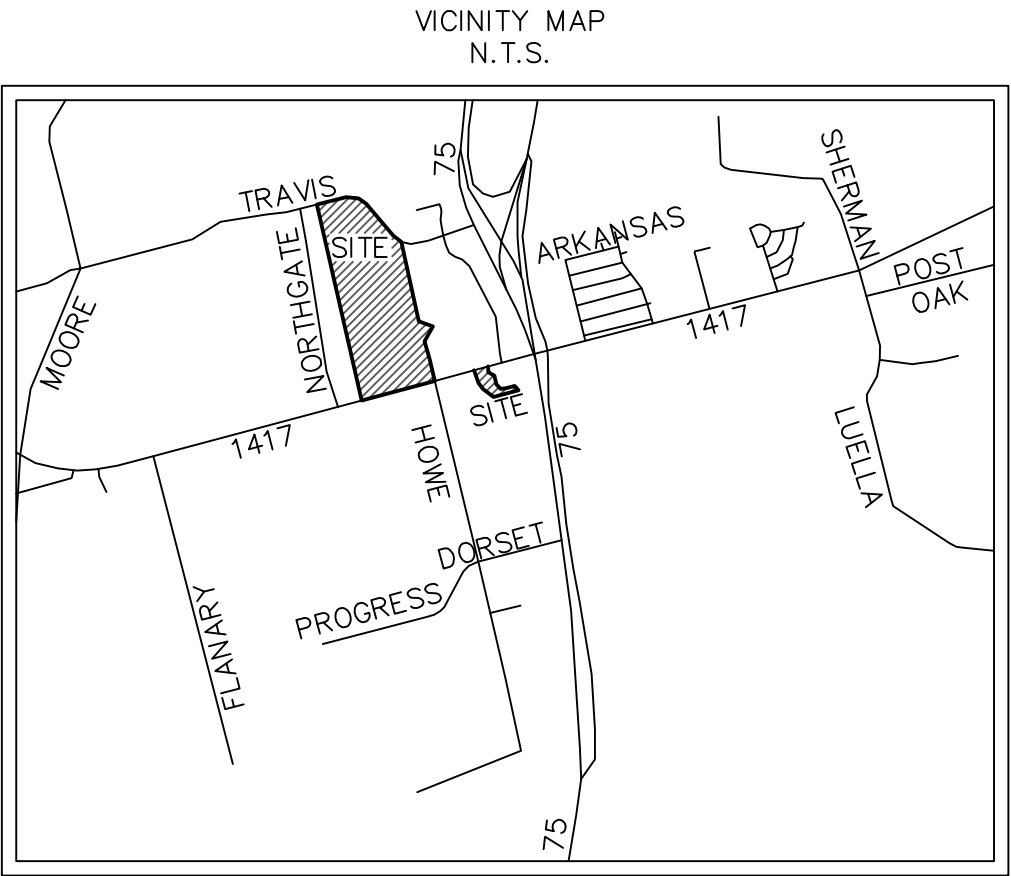
THENCE along the south line of the herein described tract, through the interior of said ACTICHEM Tract One, and along the north right-of-way line of said West Travis Road as follows:

In a northwesterly direction, and along said non-tangent curve to the right, an arc distance of 181.51 feet to a 1/2 inch iron rod set for the end of said curve;

North 39 deg. 26 min. 36 sec. West, a distance of 610.36 feet to a 1/2 inch iron rod set for the beginning of a curve to the left having a radius of 553.00 feet, a delta angle of 34 deg. 31 min. 08 sec., and a chord bearing and distance of North 56 deg. 42 min. 10 sec. West, 328.15 feet;

In a northwesterly direction, and along said curve to the left, an arc distance of 333.17 feet to a 1/2 inch iron rod set for the most westerly corner of the herein described tract, same being in the north line of said ACTICHEM Tract One, same being in the south line of the remainder of said SSCGC Holdings tract;

THENCE North 73 deg. 40 min. 58 sec. East, along the common line of said ACTICHEM Tract One, and said SSCGC Holdings tract, a distance of 583.78 feet to the POINT OF BEGINNING and containing 253,659 square feet or 5.823 acres of computed land, more or less.



NOTES CORRESPONDING TO SCHEDULE B:

10e. Easement(s) and rights incidental thereto, as granted in a document:
Granted to: Enterprise Texas Pipeline LLC
Purpose: As provided in said document
Recording Date: August 28, 2008
Recording No: Volume 4518, Page 741, Real Property Records, Grayson County, Texas, does affect, plotted hereon.

10g. Easement(s) and rights incidental thereto, as granted in a document:
Granted to: TXU Electric Company
Purpose: As provided in said document
Recording Date: November 5, 2001
Recording No: Volume 3151, Page 738, Real Property Records, Grayson County, Texas, does affect, plotted heron.

NOTES:

1. IRF – Iron Rod Found
2. IRS – Iron Rod Set w/ "PEISER & MANKIN SURV" red plastic cap
3. CLFC – Chain Link Fence Corner
4. YCIRF – Iron Rod Found with yellow cap
5. Basis of Bearing – Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone 4202; NAD83 (2011) Epoch 2010) as derived locally from Allterra Central's Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) Methods. An average Combination Factor of 1.0001134 was used to scale grid coordinates and distances to surface.
6. There are no observable evidence of cemeteries on site.
7. There are no observable evidence of earth moving work, building construction or building additions within the recent months.
8. There are no changes in street right-of-way lines either completed or proposed, and available from the controlling jurisdiction. No observable evidence of recent street or sidewalk construction or repairs.
9. There are no observable evidence of site use as a solid waste dump, sump or sanitary landfill.
10. This boundary forms a mathematical closed figure, with no gaps, gores, or overlaps.
11. This is an above-ground survey. The underground utilities, if shown, are based on information provided by the various utility companies and these locations should be considered approximate. There may be additional underground utilities not shown on this drawing.

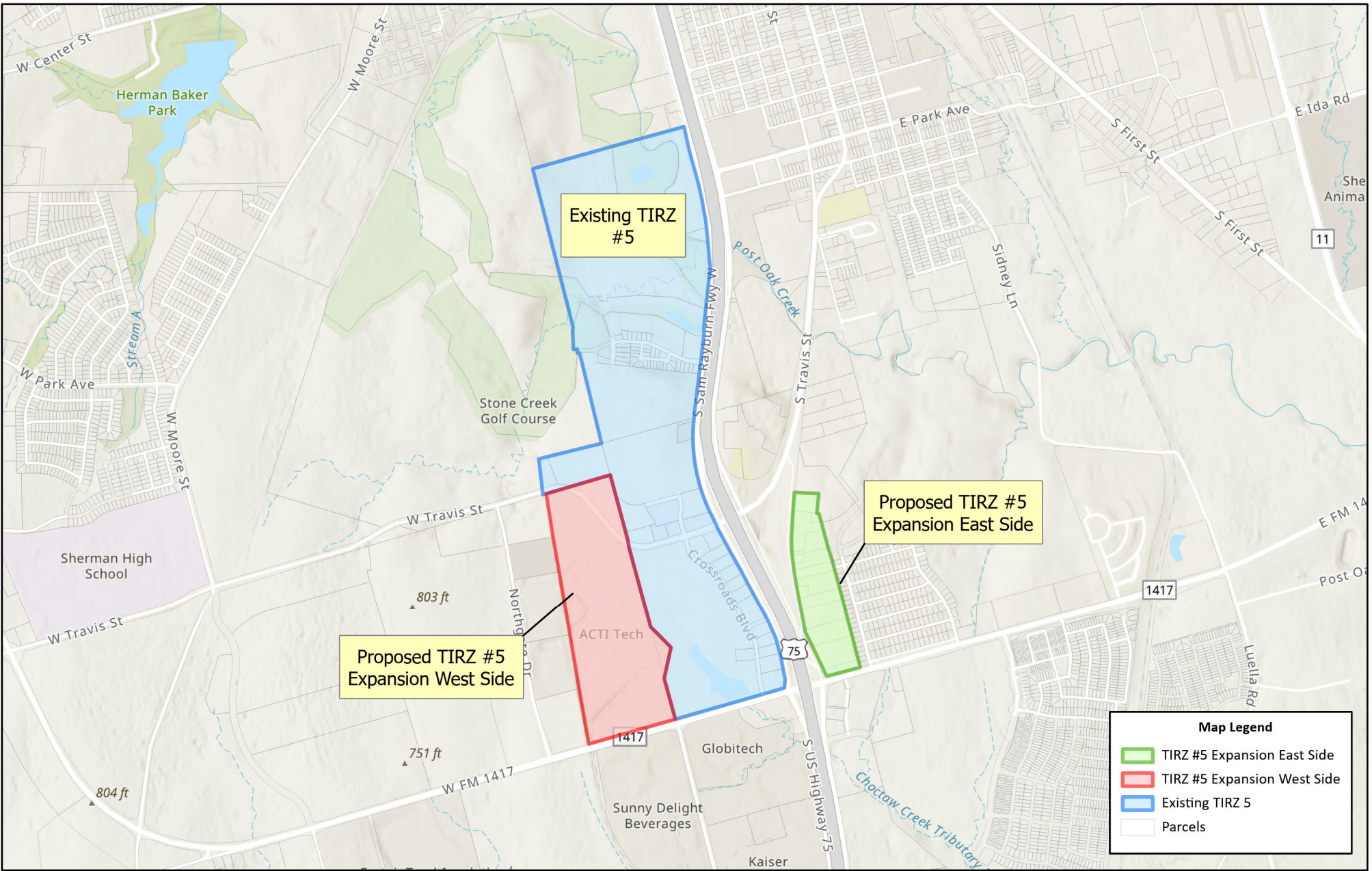
This survey was performed in connection with the transaction described in GF No. CTPP37-8000372200005 of Chicago Title Insurance Company, effective date of January 9, 2022 and issued on January 19, 2022, and all subsequent commitments for information regarding encumbrances on subject property and surveyor did not abstract property for easements and/or other restrictions. The legal description used for this survey describes the same land as the legal description in the title report.
USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHERS FOR ANY LOSS RESULTING THEREFROM.

The term "certify" or "certificate" as shown and used hereon indicates an expression of professional opinion regarding the facts of the survey and does not constitute a warranty or guarantee, either expressed or implied; and is exclusively to the parties involved in, and limited to the transaction (GF No. CTPP37-8000372200005) closing at the title company indicated hereon.

FLOOD CERTIFICATE
As determined by the FLOOD INSURANCE RATE MAPS for Grayson County, the subject property Does Not appear to lie within a Special Flood Hazard Area (100 Year Flood), Map date 9/29/2010 Community Panel No. 48181C0405F subject lot is located in Zone 'X, A & AE'.
If this site is not within an identified flood hazard area, this Flood Statement does not imply that the property and/or structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This Flood Statement shall not create liability on the part of the Surveyor.

Errors: The Client or Client's Representatives will have 45 days from the date the survey was issued to change any misspellings or any errors on the survey report, after this time has expired all parties involved must accept the survey as issued.	TSPS CATEGORY 1A, CONDITION II LAND TITLE SURVEY		NO.		DATE		REVISION		JOB NO.: 21-0614		PEISER & MANKIN SURVEYING, LLC				SHEET				
									DATE: 6/24/2021		www.peisersurveying.com								
			1.						FIELD DATE: 6/19/2021										
COPYRIGHT © PEISER & MANKIN SURVEYING, LLC. ALL RIGHTS RESERVED. NO PART OF THIS DRAWING MAY BE REPRODUCED BY PHOTOCOPYING, RECORDING OR BY ANY OTHER MEANS, OR STORED, PROCESSED OR TRANSMITTED IN OR BY ANY COMPUTER OR OTHER SYSTEMS WITHOUT THE PRIOR WRITTEN PERMISSION OF THE SURVEYOR. COPIES OF THIS SURVEY WITHOUT THE ORIGINAL SIGNATURE ARE NOT VALID.	301 W. FM HIGHWAY 1417 SHERMAN, TEXAS 75092		2.						SCALE: 1" = 100'				1604 HART STREET SOUTHLAKE, TEXAS 76092 817-481-1806 (O)		COMMERCIAL RESIDENTIAL BOUNDARIES TOPOGRAPHY MORTGAGE		 Texas Society of Professional Surveyors		3
			3.						FIELD: J.D.H.										OF
									DRAWN: T.R.M.										3
									CHECKED: T.R.M.		tmankin@peisersurveying.com		FIRM No. 100999-00		Member Since 1977				

diagnose H:\ENGINEER\GIS\ArcGIS Pro Projects\Finance\TIRZ Maps.aprx



CITY OF SHERMAN

Proposed TIRZ 5

11/7/2024





SHERMAN CITY COUNCIL Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E.1.

Meeting Date: 12/16/2024

Prepared By:

Approved By:

Caption:

Close Public Hearing

Consider Adoption of Ordinances 6790, 6791, 6792, 6793, 6794, 6795, 6796, 6797 & 6798

Issue:

D. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6790

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 3.126 acres being part of the J.B. McAnair Survey, Abstract No. 763 and being all of Lot 4 of Replat of Lot 2R of McLain Addition, City Of Sherman, Grayson County, Texas, Located in the 2640 Block North Travis Street, Heretofore Zoned MF-30 (Multi Family Residential) District; Rezoning And Placing The Tract In The C-N (Neighborhood Commercial) District Zoning Classification, Freshpoint OZ Business, LLC (Owner), Ghader Mirak, Arris Design-Build, Inc (Representative/Architect) and Underwood Drafting & Surveying, Inc. (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6791

2. Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 8.441 acres being in the Smith McGlothin Survey, Abstract No. 808 and the J.B. McAnair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas, Located at 2105 Texoma Parkway and 2030 Texoma Drive, Heretofore C-2 (General Commercial) District; Rezoning And Placing The Tract In The C-1 (Retail Business) District Zoning Classification, Grow Sherman Realty, LLC (Owner), Nilesh Golakia (Representative) and Bluestar Surveying, LLC (Surveyor) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6792

3. Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow a Hotel or Motel in a C-1 (Retail Business) District, Located At 2105 Texoma Parkway and 2030 Texoma Drive, Consisting of 8.441 acres being in the Smith McGlothin Survey, Abstract No. 808 and the J.B. McAnair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas Grow Sherman Realty, LLC (Owner), Nilesh Golakia (Representative) and Bluestar Surveying, LLC (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6793

4. Repealing Ordinance No. 6535, and Amending Sherman's Zoning Ordinance/Code of Ordinances Chapter 14, Granting A Specific Use Permit To Allow Mini-Warehouse in a C-2 (General Commercial) District Located At 4312 and 4316 Texoma Parkway, Consisting of 12.125 acres being a part of the W.S. Patterson Survey, Abstract No. 969 and being all of Lots 1R and 2R in the Replat of Sidney Heights Additions and Lot 1, Replat of Part of Block Four of the Replat of Midway Mall, City Of Sherman, Grayson County,

Texas 4312 Texoma Parkway, LP (Owner), Roderick Tatchio (Representative) and Preston Trail Land Surveying (Surveyor), Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6794

5. Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 3.500 acres being part of the George Pilat Survey, Abstract No. 963 and the Preston Kitchen Survey, Abstract No. 667, City Of Sherman, Grayson County, Texas, Located in the 2000 Block South First Street, Heretofore Zoned R-6 (Single Family Residential) District; Rezoning And Placing The Tract In The RTH (Townhome Residential) District Zoning Classification, BELACOOB, 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

D. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6795

6. Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, And Granting A Specific Use Permit To Allow an Automobile Repair, Body Work, or Painting in a C-2 (General Commercial) District, Located At 3100 Block Texoma Parkway, Consisting of 0.844 acres being in the Reuben Hendrix Survey, Abstract No. 504, City Of Sherman, Grayson County, Texas Sherman NEC Texoma & 82, LP (Owner), BACA Architecture (Representative) and Copley Land Surveying (Surveyor) Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6796

7. Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 5.693 acres being part of the J.B. McAnair Survey, Abstract No. 763 City Of Sherman, Grayson County, Texas, Located at 1909 Texoma Parkway, Heretofore Zoned M-1 (Light Manufacturing) District; Rezoning And Placing The Tract In The C-2 (General Commercial) District Zoning Classification, GDMR Enterprises Joint Venture (Owner) and Dean Gilbert, Jr. (Representative) Providing For A Penalty Not To Exceed \$2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6797

8. Authorizing the Issuance of "CITY OF SHERMAN, TEXAS, LIMITED TAX NOTES, SERIES 2025"; Specifying the Terms and Features of Such Notes; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Notes; and Resolving Other Matters Incident and Related Thereto, Including the Approval and Execution of a Paying Agent/Registrar Agreement and the Approval and Distribution of an Official Statement and Providing an Effective Date

D. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6798

9. Enlarging the Boundaries of Tax Increment Reinvestment Zone Number Five, City of Sherman, Texas, Established Pursuant to Chapter 311 of the Texas Tax Code, by Adding to the Zone Approximately 128 Acres of Land; Providing for Findings of Fact; Describing the Boundaries of the Area to be Added to the Zone; Providing Severability and Repealer Clauses and an Effective Date

Background:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. F.1.

Meeting Date: 12/16/2024

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 7453

Authorizing Execution of a Second Amendment to the Professional Services Agreement with Huitt-Zollars, Inc. for Development Plan Reviews

Issue:

To consider Amendment No. 2 to the Professional Services Agreement with Huitt-Zollars, Inc. for the Development Plan Reviews Project.

Background:

On December 6, 2022, City Council awarded a Professional Services Agreement with Huitt-Zollars, Inc., for Development Plan Reviews in the amount of \$183,040.

On September 3, 2024, City staff executed Amendment No. 1 to this contract in the additional amount of \$49,900.

The engineering department has lost two professional engineers within the past year and has not been able to fill those positions. Also, another engineer will be retiring in 2025. Further, the number of projects within the City continues to be historically high. In light of those things, this contract is needed to augment City staff engineering efforts and ensure timely review of development plans submitted to the Engineering Department. This contract is renewable upon agreement of both parties.

This Amendment No. 2 extends the contract by adding an estimated amount of \$200,000.00 for a total estimated amount of \$432,940.

Origination:

Engineering Department

Financial Consideration:

This will be funded on a project-by-project basis out of the Engineering Department's Professional Services budget.

Staff Recommendation:

It is recommended that Amendment No. 2 to the Professional Services Agreement with Huitt-Zollars, Inc. for Development Plan Reviews be approved.

Alternatives:

As may be directed by the City Council.

Attachments:

1. Resolution No. 7453
2. Amendment No 2 to Huit-Zollars Plan Review Contract rev 2024-12-11 (4622155.1) Signed
3. Res No. 6950 signed PSA
4. Signed Amendment No. 1

RESOLUTION NO. 7453

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HUITT-ZOLLARS, INC. FOR DEVELOPMENT PLAN REVIEWS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a second amendment to the Professional Services Agreement with Huitt-Zollars, Inc. for Development Plan Reviews, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 16th day of December 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**

AMENDMENT NO. 2

TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SHERMAN (CITY) AND
HUITT-ZOLLARS, INC. (CONSULTANT)
FOR THE DEVELOPMENT PLAN REVIEWS PROJECT

Dated September 6, 2022 ("Original Agreement")

The CITY and CONSULTANT desire to amend the Original Agreement and the Amendment No. 1 for the purpose of: (i) adding additional funding of \$200,000 to the Project, and (ii) making other necessary amendments as follows:

This Amendment No. 2 shall be effective on the date it is executed by the last party to execute it. The CITY and CONSULTANT hereby agree to amend ARTICLE 3 of the Original Agreement and Amendment No. 1 to read as follows:

- 3.1. **Compensation for Consultant's Services** – As described in "Article 1, Consultants Services" of this Agreement, compensation for this Project shall be: (a) on an hourly basis in an amount not to exceed (1) **One Hundred Eighty-Three Thousand and Forty Dollars (\$183,040.00)** for the period from the Effective Date of the Original Agreement plus an additional **Forty-Nine Thousand Nine Hundred Dollars (\$49,900.00)** approved with Addendum No. 1 to the Effective Date of this Amendment No. 2, and (2) **Two Hundred Thousand Dollars (\$200,000.00)** for the period from the Effective Date of this Amendment No. 2 to the first anniversary of the Effective Date of this Amendment No. 2 (collectively, "Consultant's Fee"), for a total estimated amount of **Four Hundred Thirty-Two Thousand Nine Hundred Forty Dollars (\$432,940.00)**; and (b) paid in accordance with this Article 3 and as set forth in Exhibit B and Exhibit B-1 and Exhibit B-2.

The CITY and CONSULTANT hereby agree to amend ARTICLE 12 of the Original Agreement and Amendment No. 1 to read as follows:

- 12.22. **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of the City's 2024-2025 fiscal year. City will give Consultant sixty (60) days' notice if funds for the City's performance are not budgeted to continue beyond that time. City shall not have liability for payment of any money for services performed after the end of City's 2024-2025 fiscal year that have not been encumbered with a Purchase Order (PO) unless and until such funds are budgeted.

The CITY and CONSULTANT hereby agree to amend the Original Agreement and Amendment No. 1 by adding EXHIBIT B-2 to read as follows:

EXHIBIT B-2 PLAN REVIEW FEE SCHEDULE

Compensation will be billed on the below fee schedule. An estimated budget of **Two Hundred Thousand (\$200,000.00)** is established for an estimated twelve (12) month period and may be renewed or extended at the mutual agreement of the City and Consultant. Below is the Huitt-Zollars Fee Schedule for the period of this Amendment No. 2.

City of Sherman 2025 Plan Review HOURLY RATE SHEET

Engineering / Architecture

Principal	\$345.00
Sr. Project Manager	\$305.00
QA Manager	\$320.00
Design Principal	\$330.00
Sr. Structural Engineer	\$290.00
Project Manager	\$255.00
Sr. Civil Engineer	\$265.00
Sr. Mechanical Engineer	\$265.00
Sr. Electrical Engineer	\$265.00
Civil Engineer	\$215.00
Structural Engineer	\$215.00
Mechanical Engineer	\$215.00
Electrical Engineer	\$215.00
Plumbing Engineer	\$215.00
EIT	\$165.00
Sr. Architect	\$265.00
Sr. NL Architectural Staff	\$185.00
NL Architectural Staff	\$145.00
Architect	\$190.00
Architect Intern 1	\$120.00
Architect Intern 2	\$130.00
Architect Intern 3	\$155.00
Sr. Landscape Architect	\$210.00
Landscape Architect	\$165.00
Landscape Architect Intern	\$125.00
Sr. Planner	\$320.00
Planner	\$175.00
Planner Intern	\$140.00
Sr. Sustainability Professional	\$190.00
Sustainability Professional	\$155.00
Sr. Designer	\$190.00
Designer	\$150.00
Sr. CADD Technician	\$170.00
CADD Technician	\$120.00

Interior Design

Sr. Interior Designer	\$ 165.00
Interior Designer	\$ 135.00
Interior Designer Intern	\$ 110.00

Survey

Survey Manager	\$ 255.00
Sr. Project Surveyor	\$ 215.00
Project Surveyor	\$ 160.00
Sr. Survey Technician	\$ 140.00
Survey Technician	\$ 130.00

Survey Crews

1-Person Survey Crew	\$ 130.00
2-Person Survey Crew	\$ 195.00
3-Person Survey Crew	\$ 220.00

Construction

Sr. Construction Manager	\$ 235.00
Construction Manager	\$ 215.00
Resident Engineer	\$ 165.00
Sr. Resident Project Representative	\$ 215.00
Resident Project Representative	\$ 170.00
Sr. Construction Inspector	\$ 165.00

Administrative

Sr. Project Support	\$ 125.00
Project Support	\$ 110.00

Reimbursable Expenses

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

The parties hereby ratify and confirm all of the terms, provisions, covenants and conditions of the Original Agreement and Amendment No. 1 and acknowledge and agree that the Original Agreement and Amendment No. 1 remains in full force and effect, except as amended in this Amendment No. 2. To the extent that any provision contained herein conflicts with the Original Agreement, the provision contained herein shall supersede such conflicting provision contained in the Original Agreement and Amendment No. 1. This Amendment No. 2 and the Original Agreement and Amendment No. 1 contain the entire agreement of the parties with respect to the matters contained herein. This Amendment No. 2 may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto. Any term not defined herein shall be deemed to have the meaning ascribed to it under the Original Agreement and Amendment No. 1.

EXECUTED on behalf of CONSULTANT as shown below, and on behalf of the CITY by its City Manager (thereunto duly authorized) this _____ day of _____, 2024.

CITY:
City of Sherman, Texas
a Texas Home-Rule Municipality

CONSULTANT
Huitt-Zollars, Inc.
a Texas corporation

Robby Hefton, City Manager

John Ho, P.E. Vice President

ATTEST:

Linda Ashby
City Clerk

ATTEST:

John Ho, P.E. Vice President

APPROVAL RECOMMENDED:

Wayne E. Lee, P.E., CFM / Director Engineering

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

BY:

Ryan D. Pittman
City Attorney

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared JOHN HO of HUITT-ZOLLARS, INC. known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said HUITT-ZOLLARS, INC., a corporation, that (s)he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

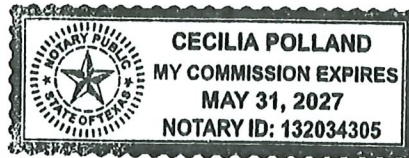
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12th day of December, A.D. 2024.

Cecilia Polland

Notary Public In and For Dallas County, Texas

My Commission Expires:

May 31, 2027



RESOLUTION NO. 6950

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HUITT-ZOLLARS, INC. FOR DEVELOPMENT PLAN REVIEWS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Huitt-Zollars, Inc. for Development Plan Reviews, 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, TX on this the 6th day of September, 2022.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

BY: David Plyler
DAVID PLYLER, MAYOR

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

BY: Ryan D. Pittman
RYAN D. PITTMAN, CITY ATTORNEY

CERTIFIED COPY - DOCUMENT
THIS IS CERTIFIED TO BE A TRUE COPY
OF THE PERMANENT RECORD AS FILED
IN THE OFFICE OF THE CITY CLERK.

Linda Ashby
CITY CLERK, SHERMAN, TEXAS

ISSUED: 9.27.2022

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

Made as of the 6 day of September, 2022:

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

and Consultant: **Huitt-Zollars, Inc.**
5430 LBJ Freeway
Suite 1500
Dallas, Texas 75240
Telephone: (214) 871-3311
Facsimile: (214) 871-0757

for the following Project: **Development Plan Reviews**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Sherman, Texas, a home-rule municipality ("City"), and Huitt-Zollars, Inc., a Texas corporation ("Consultant"), to be effective from and after the date as provided above. City and Consultant are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, City desires to engage Consultant to provide professional civil engineering services for the Development Plan Reviews Project ("Project"); and

WHEREAS, Consultant desires to render such professional services ("Services") for City on the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 CONSULTANT'S SERVICES

- 1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto and incorporated herein by reference for all purposes ("**Scope of Services**"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of a written amendment to this Agreement, may be authorized from time to time by City ("**Amendment(s)**").
- 121 **Requirement of Written Amendment** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Amendment by the Sherman Director of Engineering or designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Amendment requiring additional funding of \$50,000 or more of the original contract amount shall be preceded by the Sherman City Council's authorization for the Sherman City Manager to execute said Amendment.
- 122 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN AMENDMENT ISSUED BY THE CITY.**
- 1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Engineering Budget, attached hereto as **Exhibit B** and incorporated herein by reference for all purposes.
- 1.4 **Standard of Care** – Consultant shall perform the Services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and care ordinarily utilized by engineers performing the same or similar services under the same or similar circumstances in the State of Texas.

ARTICLE 2 CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the Services of Consultant:

- 2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.
- 2.2 **City Project Manager** – When necessary in City's sole discretion, City shall designate a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City, the Project Manager and/or his or her authorized designee shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Consultant's Services.

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) on an hourly basis in an amount not to exceed **One Hundred Eighty-Three Thousand and Forty Dollars (\$183,040.00)** ("Consultant's Fee"); and (b) paid in accordance with this Article 3 and the Project Engineering Budget Summary as set forth in **Exhibit B**.
- 3.2 **Direct Expenses** – Direct Expenses ("Direct Expenses") are included in Consultant's Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Engineering Budget Summary set forth in **Exhibit B**, and consistent with **Exhibit C**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment for

Services; provided, however, that this shall not be City's sole and exclusive remedy for said over-payment.

3.3 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services set forth in **Exhibit A** of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to the Contract on a cost not to exceed sum or hourly basis in accordance with this paragraph ("**Additional Services**") and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:

331 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**.

332 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

333 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**.

334 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

335 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.

336 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.

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 hours of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Upon request, such background material may include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts

and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.

- 3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5 of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of Article 3.6 of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter "D" of the TEX. GOV'T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.
- 3.8 **Adjusted Compensation** – If the Scope of the Project ("Scope of the Project") or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant's compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.

- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of City** – The Project is the property of City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit A**. Upon completion of the work, or any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit A** to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use them without Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.
- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX.

GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS

- 5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit D**, Contractor Insurance Guidelines, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit D**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit D**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key

Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project's size and scope warrant, and if identified on the checklist located in **Exhibit D**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6 CONSULTANT'S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to City as indicated in Article 3.4 of this Agreement. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be made available if requested.

ARTICLE 7 AUDITS AND RECORDS/VENDOR DISCLOSURE

Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant shall make available to representatives of City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, TEX. LOC. GOV'T CODE, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit E** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT/REMEDIES

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 of this Agreement and agrees to pay any costs over and above the fee which City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from Consultant's Fee due Consultant as set forth in Article 3 of this Agreement. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

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

ARTICLE 9 DISPUTE RESOLUTION/MEDIATION

In addition to all remedies at law, the parties may agree to attempt to resolve any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator. However, if both parties do not agree to voluntarily mediate any such controversy, claim or dispute, mediation shall not be required.

ARTICLE 10 INDEMNITY

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY") FOR PURPOSES OF THIS ARTICLE 10) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONSULTANT" FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL

ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF

CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to City, addressed to:

Wayne E. Lee, P.E., CFM
Director of Engineering
City of Sherman
220 W Mulberry St.
Sherman, TX 75091
Telephone: (903) 892-7327
Email: waynel@cityofsherman.com

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

If to Consultant, addressed to:

John Ho, P.E.
Vice President
Huitt-Zollars, Inc.
5430 LBJ Freeway
Suite 1500
Dallas, Texas 75240
Telephone: (214) 871-3311
Email: JHo@Huitt-Zollars.com

ARTICLE 12 MISCELLANEOUS

- 121 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “E,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

- 12.1.1 **Exhibit A**, Scope of Services.
- 12.1.2 **Exhibit B**, Project Engineering Budget Summary.
- 12.1.3 **Exhibit C**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.
- 12.1.4 **Exhibit D**, Contractor Insurance Guidelines.
- 12.1.5 **Exhibit E**, Conflict of Interest Questionnaire, Form CIQ.

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 C**, **Exhibit D**, **Exhibit E**, **Exhibit B** or **Exhibit A** shall prevail in that order.

- 122 **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.

- 123 **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.
- 124 **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.
- 125 **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.
- 126 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- 127 **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.
- 128 **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.
- 129 **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.

- 1210 **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.
- 1211 **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.
- 1212 **Immunity** – It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed to have waived, any immunity, governmental, sovereign and/or official, or defense that is available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth in this Agreement.
- 1213 **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.
- 1214 **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.
- 1215 **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.
- 1216 **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.
- 1217 **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.
- 1218 **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.

- 1219 **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.
- 1220 **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.
- 1221 **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.
- 1222 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's 2021-2022 fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's 2021-2022 fiscal year unless and until such funds are budgeted.
- 1223 **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.
- 1224 **Reference to City** – When referring to "City," this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives,

employees and/or any other authorized third parties for whom City is legally responsible.

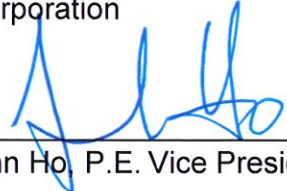
IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

CITY:
City of Sherman, Texas,
a Texas home-rule municipality

By: 

Robby Hefton, City Manager

CONSULTANT:
Huitt-Zollars, Inc.
a Texas corporation

By: 

John Ho, P.E. Vice President

APPROVED AS TO FORM:



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

STATE OF TEXAS §
 §
COUNTY OF Dallas §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **JOHN HO**, KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE PRESIDENT AND DULY AUTHORIZED REPRESENTATIVE FOR **HUITT-ZOLLARS, INC.**, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 1 DAY
OF September 2022.

Toni Lynn Hollingsworth
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 11-10-24

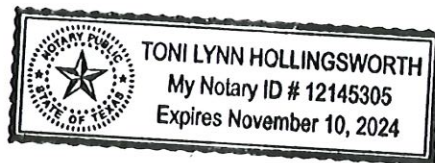


EXHIBIT A SCOPE OF SERVICES

I. PROJECT DESCRIPTION

The City of Sherman desires to retain an outside Consultant to assist the City in providing private development engineering plan review. The scope of services of the plan review tasks are but not limited to the following:

- Site Plan
- Grading Plan
- Water and Wastewater Plan
- Drainage Area Map
- Storm Sewer Plan & Calculation(s) with Detention (if required)
- Paving Plan
- Structural Retaining walls that benefit public improvements
- Erosion Control Plan
- Traffic Study
- Preliminary and Final Plat
- Flood Study
- Compliance with City Codes & Regulations, Construction Materials and Construction Details
- Assist City with review and issuance of appropriate project permits (i.e. driveway, Utility installation, etc.)
- Pre-Development Conference
- Assist with Preparation of 3-way contracts
- Pre-Construction Meeting
- Construction Observation
- Final Acceptance
- Assist with obtaining project(s) 2-year 100% warranty
- Any other tasks as directed by the City of Sherman

**EXHIBIT B
PROJECT ENGINEERING BUDGET**

Compensation will be billed on an hourly basis, an estimated budget of **One Hundred and Eighty-Three Thousand and Forty (\$183,040.00)** is established for a twelve (12) months period and could be renewed at the discretion of the City. Below is the Huitt-Zollars Hourly Rate Sheet for period ending December 31, 2022.

Huitt-Zollars 2022 Hourly Rate Sheet

Position	Hourly Rate
Principal	\$285.00
Sr. Project Manager	\$275.00
QA Manager	\$250.00
Design Principal	\$240.00
Sr. Structural Engineer	\$240.00
Project Manager	\$225.00
Sr. Civil Engineer	\$220.00
Sr. Mechanical Engineer	\$205.00
Sr. Electrical Engineer	\$195.00
Civil Engineer	\$180.00
Structural Engineer	\$195.00
Mechanical Engineer	\$160.00
Electrical Engineer	\$160.00
Plumbing Engineer	\$160.00
EIT	\$130.00
Sr. Architect	\$220.00
Architect	\$165.00
Architect Intern 1	\$100.00
Architect Intern 2	\$115.00
Architect Intern 3	\$145.00
Sr. Landscape Architect	\$195.00
Landscape Architect	\$155.00
Landscape Architect Intern	\$115.00
Sr. Planner	\$255.00
Planner	\$165.00
Planner Intern	\$115.00
Sr. Sustainability Professional	\$175.00
Sustainability Professional	\$145.00
Sr. Designer	\$160.00
Designer	\$140.00
Sr. CADD Technician	\$140.00
CADD Technician	\$110.00

EXHIBIT B

Survey Manager	\$210.00
Sr. Project Surveyor	\$200.00
Project Supervisor	\$150.00
Survey Technician	\$120.00
1-Person Survey Crew	\$120.00
2-Person Survey Crew	\$180.00
3-Person Survey Crew	\$205.00
Construction Manager	\$200.00
Resident Engineer	\$155.00
Sr. Resident Project Representative	\$180.00
Resident Project Representative	\$140.00
Sr. Project Support	\$110.00
Project Support	\$90.00

Reimbursable Expenses

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

EXHIBIT C
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

EXHIBIT C
CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND
ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

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.

EXHIBIT C
**CONSULTANT'S GUIDELINES FOR DIRECT EXPENSES; GENERAL AND
ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES**

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 D
CONTRACTOR'S INSURANCE GUIDELINES**

I. GENERAL INSURANCE REQUIREMENTS –

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

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

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

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

Coverage Required		Limits
<u> X </u>	1. Worker's Compensation & Employer's Liability	▪ Statutory Limits of the State of Texas
<u> X </u>	2. General Liability	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate
<u> </u>	3. XCU Coverage	▪ Minimum \$1,000,000.00 each occurrence;

**EXHIBIT D
CONTRACTOR'S INSURANCE GUIDELINES**

- X 4. Professional Liability
- Minimum \$2,000,000.00 in the aggregate
 - Minimum \$1,000,000.00 each claim;
 - Minimum \$2,000,000.00 in the aggregate
- X 5. Umbrella Coverage of Excess Liability Coverage
- An amount of \$2,000,000.00
 - Minimum \$2,000,000.00 in the aggregate
- X 6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.
- X 7. General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- X 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
- X 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).
- X 10. The Certificate of Insurance must state the project title and bid number.
11. Other Insurance Requirements (State Below):

EXHIBIT E
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY
1	Name of vendor who has a business relationship with local governmental entity. None	
2	☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
3	Name of local government officer about whom the information is being disclosed. None 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 09/06/2022 Date	

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021

AMENDMENT NO. 1

TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SHERMAN (CITY) AND
HUITT-ZOLLARS, INC. (CONSULTANT)
FOR THE DEVELOPMENT PLAN REVIEWS PROJECT

Dated September 6, 2022 ("Original Agreement")

Owner and Engineer desire to amend the Original Agreement for the purpose of: (i) adding additional funding of \$49,900.00 to the contract, and (ii) making other necessary amendments as follows:

This Amendment No. 1 shall be effective on the date it is executed by the last party to execute it. The CITY and CONSULTANT hereby agree to amend ARTICLE 3 of the Original Agreement to read as follows:

-
- 3.1. **Compensation for Consultant's Services** – As described in "Article 1, Consultants Services" of this Agreement, compensation for this Project shall be: (a) on an hourly basis in an amount not to exceed **One Hundred Eighty-Three Thousand and Forty Dollars (\$183,040.00)** with an Effective Date of the Original Agreement, and an additional amount effective with Amendment No. 1 not to exceed **Forty-Nine Thousand Nine Hundred Dollars (\$49,900.00)** for a total amount not to exceed of **Two Hundred Thirty-Two Thousand Nine Hundred Forty Dollars (\$232,940.00)** (collectively, "**Consultant's Fee**"); and (b) paid in accordance with this Article 3 and as set forth in **Exhibit B** and **Exhibit B-1**.

The CITY and CONSULTANT hereby agree to amend ARTICLE 12 of the Original Agreement to read as follows:

-
- 12.22. **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of the City's 2023-2024 fiscal year. City will give Consultant sixty (60) days' notice if funds for the City's performance are not budgeted to continue beyond that time. City shall not have liability for payment of any money for services performed after the end of City's 2023-2024 fiscal year that have not been encumbered with a Purchase Order (PO) unless and until such funds are budgeted.

The CITY and CONSULTANT hereby agree to amend the Original Agreement by adding EXHIBIT B-1 to read as follows:

EXHIBIT B-1 PLAN REVIEW FEE SCHEDULE

Compensation will be billed on the below fee schedule after execution of Amendment No. 1. A total contract not to exceed amount of **Two Hundred Thirty-Two Thousand Nine Hundred Forty Dollars (\$232,940.00)** is established and may be renewed at the mutual agreement of the City and Consultant. Below is the Huitt-Zollars Fee Schedule for this Amendment No. 1.



Dallas/Fort Worth Office

2024

HOURLY RATE SHEET

Engineering/Architecture

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

Interior Design

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

Survey

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

Survey Crews

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

Construction

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

Administrative

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

Reimbursable Expenses

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

**Subject to Annual Escalation

The parties hereby ratify and confirm all of the terms, provisions, covenants and conditions of the Original Agreement and acknowledge and agree that the Original Agreement remains in full force and effect, except as amended in this Amendment No. 1. To the extent that any provision contained herein conflicts with the Original Agreement, the provision contained herein shall supersede such conflicting provision contained in the Original Agreement. This Amendment No. 1 and the Original Agreement contain the entire agreement of the parties with respect to the matters contained herein. This Amendment No. 1 may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto. Any term not defined herein shall be deemed to have the meaning ascribed to it under the Original Agreement.

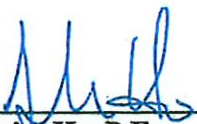
EXECUTED on behalf of CONSULTANT as shown below, and on behalf of the CITY by its City Manager (thereunto duly authorized) this 3rd day of SEPTEMBER, 2024.

CITY:
City of Sherman, Texas
a Texas Home-Rule Municipality



Wayne E. Lee, P.E., CFM
Director of Engineering

CONSULTANT
Huitt-Zollars, Inc.
a Texas corporation

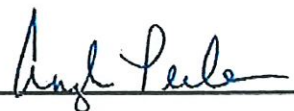


John Ho, P.E.
Vice President

ATTEST:



ATTEST:



CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

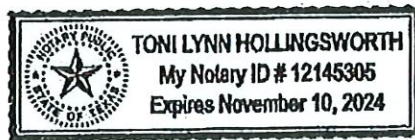
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared JOHN HO of HUITT-ZOLLARS, INC. known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said HUITT-ZOLLARS, INC., a corporation, that (s)he was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27th day of August, A.D. 2024.

Toni Lynn Hollingsworth
Notary Public In and For Dallas County, Texas

My Commission Expires:

11-10-24





City Council Regular Meeting

Agenda Item No. F.2.

Meeting Date: 12/16/2024

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7454**

Approving U.S. Mobile Healthcare to Provide Ambulance Services in the City of Sherman, Texas

Issue:

Approving U.S. Mobile Healthcare to Provide Ambulance Services in the City of Sherman, Texas

Background:

U.S. Mobile Healthcare seeks to provide emergency medical services in the City. According to Texas Health and Safety Code Section 773.0573, U.S. Mobile Healthcare must obtain a letter of authorization from the City Council before it can be authorized to operate in the City. To issue the letter, the City Council must find that (1) the addition of another licensed emergency medical services provider will not interfere with or adversely affect the provision of emergency medical services by the licensed emergency medical services providers operating in the municipality; (2) the addition of another licensed emergency medical services provider will remedy an existing provider shortage that cannot be resolved through the use of the licensed emergency medical services providers operating in the municipality; and (3) the addition of another licensed emergency medical services provider will not cause an oversupply of licensed emergency medical services providers in the municipality. City staff agrees with all these required findings and is recommending approval.

Origination:

U.S. Mobile Healthcare
Sherman Fire Department

Financial Consideration:

None

Staff Recommendation:

Staff recommends approval

Alternatives:

None

Attachments:

1. Resolution No. 7454
2. Memo

RESOLUTION NO. 7454

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPROVING U.S. MOBILE HEALTHCARE TO PROVIDE AMBULANCE SERVICES IN THE CITY OF SHERMAN, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the Mayor is authorized to approve U.S. Mobile Healthcare. request to operate the City of Sherman, subject to all contract documents being properly completed and approved as to form and content by the City Attorney,.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 16th day of December 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



Sherman Fire-Rescue Memorandum

From: Chief Hartsfield

Date: 12/4/2024

To: Whom it may concern

Subject: U.S. Mobile Healthcare

Upon your approval USMH will be able to provide services in the city of Sherman Texas. The provisions listed below will be met.

(1) the addition of another licensed emergency medical services provider will not interfere with or adversely affect the provision of emergency medical services by the licensed emergency medical services providers operating in the municipality or county;

(2) the addition of another licensed emergency medical services provider will remedy an existing provider shortage that cannot be resolved through the use of the licensed emergency medical services providers operating in the municipality or county; and

(3) the addition of another licensed emergency medical services provider will not cause an oversupply of licensed emergency medical services providers in the municipality or county.

Billy Hartsfield
Fire Chief
Sherman Fire-Rescue
billyh@cityofsherman.com

Sherman Fire-Rescue
Administrative Offices 3708 Frisco Rd, Sherman Texas 75090
903-892-7273 903-813-0411 (fax)



City Council Regular Meeting

Agenda Item No. F.3.

Meeting Date: 12/16/2024

Prepared By: Shawn Hackworth, IT Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7455**

Authorizing the Purchase of Computer Hardware from CDWG Purchased through the Texas DIR Contract DIR-CPO-4471 and Dell Held Texas DIR Agreement DIR-TSO-3763

Issue:

Authorizing the Purchase of Dell Computer Hardware from CDWG utilizing the Texas DIR contract DIR-CPO-4471 and Dell Held Texas DIR Agreement DIR-TSO-3763

Background:

Purchasing annual PC, laptop, and server replacements and additions for Fiscal year 2024/2025. This equipment replaces older equipment or adds to existing areas across City departments.

Origination:

Information Technology Department

Financial Consideration:

The total cost of all quotes is \$117,855.00. This is to be funded from FY 24-25 Budget.

Staff Recommendation:

It is recommended that staff be authorized to purchase computer equipment.

Alternatives:

As may be recommended by the City Council.

Attachments:

1. Resolution No. 7455
2. PFTX354 35720
3. PFTX409 47470
4. PFTX504 7175
5. PFPH915 1540
6. 25950

RESOLUTION NO. 7455

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF DELL COMPUTER HARDWARE FROM CDWG ; 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 authorize purchase of Dell computer hardware from CDWG totaling One Hundred Seventeen Thousand Eight Hundred Fifty-Five Dollars (\$117,855.00). 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 current 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 16th day of December 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



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

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

SHAWN HACKWORTH,

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

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

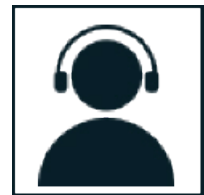
Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PFTX354	12/12/2024	DELL PRO RUGGED 14 PROJECT R2	4272120	\$35,720.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
DELL CTO RB14250 U5-125U 512 16 W11P	19	8188447	\$1,880.00	\$35,720.00
Mfg. Part#: 3000183779410				
Dell Pro Rugged 14 RB14250				
Contract: Dell Held Texas DIR Agreement DIR-TSO-3763 (DIR-TSO-3763)				

SUBTOTAL		\$35,720.00
SHIPPING		\$0.00
SALES TAX		\$0.00
GRAND TOTAL		\$35,720.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF SHERMAN ACCOUNTS PAYABL PO BOX 1106 SHERMAN, TX 75091-1106 Phone: (903) 892-7352 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF SHERMAN ATTN:SHAWN HACKWORTH 405 N. RUSK ST. 3RD FLOOR, IT DEPT. SHERMAN, TX 75090 Phone: (903) 892-7352 Shipping Method: DROP SHIP-GROUND
Please remit payments to:	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Sales Contact Info

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

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$35,720.00	\$1,032.31/Month	\$35,720.00	\$1,178.40/Month

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

Why finance?

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

General Terms and Conditions:

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

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

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QUOTE CONFIRMATION

SHAWN HACKWORTH,

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

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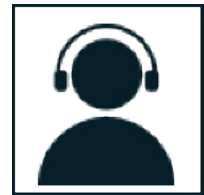
Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PFTX409	12/12/2024	DELL 3460 PROJECT R2	4272120	\$47,470.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
DELL CTO 3460 I5-14600 512 16 W11P	47	8186872	\$1,010.00	\$47,470.00
Mfg. Part#: 3000183779087				
Contract: Dell Held Texas DIR Agreement DIR-TSO-3763 (DIR-TSO-3763)				

SUBTOTAL		\$47,470.00
SHIPPING		\$0.00
SALES TAX		\$0.00
GRAND TOTAL		\$47,470.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF SHERMAN ACCOUNTS PAYABL PO BOX 1106 SHERMAN, TX 75091-1106 Phone: (903) 892-7352 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF SHERMAN ATTN:SHAWN HACKWORTH 405 N. RUSK ST. 3RD FLOOR, IT DEPT. SHERMAN, TX 75090 Phone: (903) 892-7352 Shipping Method: DROP SHIP-GROUND
Please remit payments to:	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Sales Contact Info

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

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$47,470.00	\$1,371.88/Month	\$47,470.00	\$1,566.04/Month

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

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
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QUOTE CONFIRMATION

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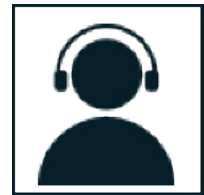
Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PFTX504	12/12/2024	DELL 5550 U5 PROJECT R1	4272120	\$7,175.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
DELL CTO 5550 U5-135U 512 16 W11P	7	8185229	\$1,025.00	\$7,175.00
Mfg. Part#: 3000183889894				
Contract: Dell Held Texas DIR Agreement DIR-TSO-3763 (DIR-TSO-3763)				

SUBTOTAL		\$7,175.00
SHIPPING		\$0.00
SALES TAX		\$0.00
GRAND TOTAL		\$7,175.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF SHERMAN ACCOUNTS PAYABL PO BOX 1106 SHERMAN, TX 75091-1106 Phone: (903) 892-7352 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF SHERMAN ATTN:SHAWN HACKWORTH 405 N. RUSK ST. 3RD FLOOR, IT DEPT. SHERMAN, TX 75090 Phone: (903) 892-7352 Shipping Method: DROP SHIP-GROUND
Please remit payments to:	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Sales Contact Info

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

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$7,175.00	\$208.15/Month	\$7,175.00	\$237.35/Month

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

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
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Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

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QUOTE CONFIRMATION

TREVOR DEATON,

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

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

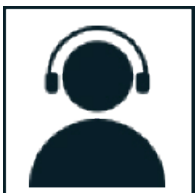
[Convert Quote to Order](#)

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PFPH915	12/4/2024	DELL PRECISION 3680 R1	4272120	\$1,540.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
DELL CTO 3680 I7-14700 512 16 W11P	1	8148309	\$1,540.00	\$1,540.00
Mfg. Part#: 3000183092833				
Contract: Dell Held Texas DIR Agreement DIR-TSO-3763 (DIR-TSO-3763)				

SUBTOTAL	\$1,540.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$1,540.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF SHERMAN ACCOUNTS PAYABL PO BOX 1106 SHERMAN, TX 75091-1106 Phone: (903) 892-7352 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF SHERMAN ATTN:TREVOR DEATON 405 N. RUSK ST. 3RD FLOOR, IT DEPT. SHERMAN, TX 75090 Phone: (903) 892-7352 Shipping Method: DROP SHIP-GROUND
Please remit payments to:	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Sales Contact Info

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

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

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

TREVOR DEATON,

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

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

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PFPJ494	12/4/2024	SURFACE PRO 10 PROJECT R1	4272120	\$25,950.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft Surface Pro 10 - 13" - Core Ultra5 - 16 GB RAM - 512 GB SSD - Bla Mfg. Part#: ZDU-00019 Contract: TXDIR - Microsoft Surface DIR-CPO-4471 (DIR-CPO-4471)	15	7805567	\$1,465.00	\$21,975.00
Microsoft Surface Pro Keyboard - keyboard - with trackpad, accelerometer, S Mfg. Part#: 8X8-00141 Contract: TXDIR - Microsoft Surface DIR-CPO-4471 (DIR-CPO-4471)	15	7866711	\$215.00	\$3,225.00
UAG Rugged Case for Surface Pro 9 Metropolis SE (Antimicrobial) - Black - B Mfg. Part#: 324015B14040 Surface Pro 11/10/9 Contract: National IPA Technology Solutions (2018011)	15	7212391	\$50.00	\$750.00

SUBTOTAL	\$25,950.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$25,950.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF SHERMAN ACCOUNTS PAYABL PO BOX 1106 SHERMAN, TX 75091-1106 Phone: (903) 892-7352 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: CITY OF SHERMAN ATTN:TREVOR DEATON 405 N. RUSK ST. 3RD FLOOR, IT DEPT. SHERMAN, TX 75090 Phone: (903) 892-7352 Shipping Method: UPS Ground

Please remit payments to:	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Sales Contact Info

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

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$25,950.00	\$749.96/Month	\$25,950.00	\$856.09/Month

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

Why finance?

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

General Terms and Conditions:

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City Council Regular Meeting

Agenda Item No. F.4.

Meeting Date: 12/16/2024

Prepared By: Shawn Hackworth, IT Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 7456**

Authorizing Execution of a Software as a Service Agreement with AssetWorks, Inc. for Equipment Services Fleet Management system via the GSA contract.

Issue:

Software as a Service system to replace Equipment Services existing RTA fleet management software to promote more efficient management of the City's equipment.

Background:

Equipment Services has been using an older on-premise system to manage and track City equipment since 2007. This will replace that system with an updated, cloud-based system that will promote more efficient tracking and process workflows.

Origination:

Information Technology Department

Financial Consideration:

Annual recurring cost is \$34,210.58 for the first year. Professional Services to implement are estimated at \$120,219.80. This brings the combined total cost for the first year of service to \$155,201.76. All first year SaaS fees will be invoiced upon contract execution.

Staff Recommendation:

It is recommended that staff be authorized to execute Software as a Service agreement via the GSA contract.

Alternatives:

As may be recommended by the City Council.

Attachments:

1. Resolution No. 7456
2. AssetWorks Inc. GS-35F-317GA 2022-2027
3. AssetWorks FleetFocus FA SOW_City of Sherman_10-09-2024_1
4. COS_SaaS Agreement (via GSA) (FINAL 12-Dec-2024) RFQ driven
5. City of Sherman_GSA_600 units_10-9-2024

RESOLUTION NO. 7456

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF CONTRACT WITH ASSETWORKS, INC; 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 contract with Assetworks, Inc via GSA Contract for Equipment Services Software Services in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 16th day of December 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



**GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE FSS PRICE LIST**

For more information on ordering, go to the following website: <https://www.gsa.gov/schedules>

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: [GSAAdvantage.gov](https://www.gsa.gov/schedules).

**MULTIPLE AWARD SCHEDULE
FSC GROUP: MAS**

GS-35F-317GA

Contract Period: March 24, 2022 through March 23, 2027
Price List is current through Mod PA-0047, Effective September 27, 2023

AssetWorks Inc.
998 Old Eagle School Road, STE 1215
Wayne, PA 19087-1805
Contract Administrator: Robert Basile
Phone: (610) 225-8303
Fax: (610) 971-9447
www.assetworks.com

AssetWorks Inc. is registered as a Large Business

Prices Shown Herein are Net (discount deducted)

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CUSTOMER INFORMATION

1a. Table of awarded special item numbers with appropriate cross-reference to item descriptions and awarded prices.

SIN	Description	Awarded Prices
33411	Purchase of New Electronic Equipment	See GSA Pricelist
811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts	See GSA Pricelist
511210	Software Licenses	See GSA Pricelist
54151	Software Maintenance Services	See GSA Pricelist
611420	Information Technology Training	See GSA Pricelist
54151S	Information Technology Professional Services	See GSA Pricelist
54151ECOM	Information Technology Electronic Commerce	See GSA Pricelist

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract.

SIN	Lowest Price Part Number	GSA Price
33411	See GSA Pricelist	See GSA Pricelist
811212	See GSA Pricelist	See GSA Pricelist
511210	See GSA Pricelist	See GSA Pricelist
54151	See GSA Pricelist	See GSA Pricelist
611420	See GSA Pricelist	See GSA Pricelist
54151S	See GSA Pricelist	See GSA Pricelist
54151ECOM	See GSA Pricelist	See GSA Pricelist

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided.

Please see GSA pricelist.

2. Maximum order.

The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 33411	Purchase of New Electrical Equipment
Special Item Number 811212	Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts
Special Item Number 511210	Software Licenses
Special Item Number 54151	Software Maintenance Services
Special Item Number 54151S	Information Technology Professional Services
Special Item Number 54151ECOM	Information Technology Electronic Commerce

The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 611420	Information Technology Training
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3. Minimum order.

The minimum dollar value of orders to be issued is \$100.00

4. Geographic coverage (delivery area).

The Geographic Scope of Contract will be domestic delivery only.
Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

5. Points of production.

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

6. Discount from list prices or statement of net price.

Prices shown are NET Prices; Basic Discounts have been deducted.

7. Quantity discounts.

None.

8. Prompt payment terms. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

None, Net 30.

9. Foreign items.

See GSA Pricelist

10a. Time of delivery.

Negotiated at Task Order

10b. Expedited Delivery.

Negotiated at Task Order

When expedited delivery is required, the Contractor will bill the agency the difference between Standard Delivery and Expedited Delivery.

10c. Overnight and 2-day delivery.

Negotiated at Task Order

When expedited delivery is required, the Contractor will bill the agency the difference between Standard Delivery and Expedited Delivery.

10d. Urgent Requirements.

Negotiated at Task Order

When expedited delivery is required, the Contractor will bill the agency the difference between Standard Delivery and Expedited Delivery.

11. F.O.B. points.

Destination

12a. Ordering address.

AssetWorks Inc.
998 Old Eagle School Road, Suite 1215
Wayne, PA 19087

12b. Ordering procedures:

See Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment address.

AssetWorks Inc.
 998 Old Eagle School Road, Suite 1215
 Wayne, PA 19087

14. Warranty provision.

Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract. Limited Warranty - AssetWorks warrants the media on which Software is furnished to be free from defects in material and workmanship, under normal use, for a period of 90 days following the date of delivery to you. Customer Remedies - In the event of defects, the sole liability of the AssetWorks shall be to replace the defective media, which has been returned with your dated invoice and explanation of the defect. Any replacement Software will be warranted for the remainder of the original Limited Warranty period. No other warranties – Neither AssetWorks nor its suppliers warrant that the software will operate without error or interruption. Except for the express limited warranty, and disclaims all other warranties with respect to the software either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement of third party rights. Limitation of Liability - Neither AssetWorks nor its suppliers shall be liable for any direct, indirect, punitive, special, incidental, consequential or any other damages of any kind, or relating to, including without limitation, damages for loss of profits, whether in an action under contract, tort (including negligence) or otherwise arising out of the delivery, performance or use of the software, even if AssetWorks is expressly advised of the possibility of such damages. In no event will AssetWorks' or its suppliers' liability for any claim, whether in contract, tort, or any other theory of liability, exceed the license fee paid. Some jurisdictions do not allow the exclusion of or limitation of liability for incidental or consequential damages, so the above limitations may not apply. U.S. Government End User - Where the U.S. Government is the end user, the terms of this Agreement shall be binding on the U.S. Government consistent with Federal Acquisition Regulation 12.212.

15. Export packing charges, if applicable.

Not Applicable

16. Terms and conditions of rental, maintenance, and repair.

See GSA Pricelist

17. Terms and conditions of installation.

See GSA Pricelist

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices.

See GSA Pricelist

18b. Terms and conditions for any other services.

See GSA Pricelist

19. List of service and distribution points.

See GSA Pricelist

20. List of participating dealers.

See GSA Pricelist

21. Preventive maintenance.

See GSA Pricelist

22a. Special attributes such as environmental attributes.

None

22b. If applicable, indicate that Section 508 compliance information is available for the information and communications technology (ICT) products and services and show where full details can be found (e.g. contractor's website or other location.) Not Applicable

23. Unique Entity Identifier (UEI) number: E9CGB56KEKM8

24. Notification regarding registration in System for Award Management (SAM) database.

Contractor is registered and active in SAM.gov. CAGE Code: 58R41.

**TERMS AND CONDITIONS APPLICABLE TO
PURCHASE OF NEW ELECTRICAL EQUIPMENT (SPECIAL ITEM NUMBER 33411)**

1. Materials And Workmanship

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. Order

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order. For credit card orders and BPAs, telephone orders are permissible.

3. Transportation Of Equipment

FOB Origin. Prices do not cover equipment delivery to destination, for any location within the geographic scope of this contract. Shipping charges will be quoted at cost when orders are placed.

4. Installation And Technical Services

All items are self-installable.

a. Installation

When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the Government, at the Government's location, to install the equipment and to train Government personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

Not Applicable

Installation, Deinstallation, Reinstallation

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. The requisitioning activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411.

b. Operating And Maintenance Manuals

The Contractor shall furnish the Government with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. Inspection/Acceptance

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any equipment that has been tendered for acceptance. The Government may require repair or replacement of nonconforming equipment at no increase in contract price. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. Warranty

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.
 Limited Warranty - AssetWorks warrants the media on which Software is furnished to be free from defects in material and workmanship, under normal use, for a period of 90 days following the date of delivery to you.
 Customer Remedies - In the event of defects, the sole liability of the AssetWorks shall be to replace the defective media, which has been returned with your dated invoice and explanation of the defect. Any replacement Software will be warranted for the remainder of the original Limited Warranty period.
 No other warranties – Neither AssetWorks nor its suppliers warrant that the software will operate without error or interruption. Except for the express limited warranty, and disclaims all other warranties with respect to the software either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement of third party rights.
 Limitation of Liability - Neither AssetWorks nor its suppliers shall be liable for any direct, indirect, punitive, special, incidental, consequential or any other damages of any kind, or relating to, including without limitation, damages for loss of profits, whether in an action under contract, tort (including negligence) or otherwise arising out of the delivery, performance or use of the software, even if AssetWorks is expressly advised of the possibility of such damages. In no event will AssetWorks' or its suppliers' liability for any claim, whether in contract, tort, or any other theory of liability, exceed the license fee paid. Some jurisdictions do not allow the exclusion of or limitation of liability for incidental or consequential damages, so the above limitations may not apply.
 U.S. Government End User - Where the U.S. Government is the end user, the terms of this Agreement shall be binding on the U.S. Government consistent with Federal Acquisition Regulation 12.212.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087-1805

7. Purchase Price For Ordered Equipment

The purchase price that the Government will be charged will be the Government purchase price in effect at the time of order placement, or the Government purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. Responsibilities Of The Contractor

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. Trade-In Of Information Technology Equipment

When an agency determines that Information Technology equipment will be replaced, the agency shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46)

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE OF EQUIPMENT, REPAIR SERVICES AND REPAIR PARTS/SPARE PARTS (SPECIAL ITEM NUMBER 811212)

1. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

2. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

3. SCOPE

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.
- (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
- (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
- (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 811212 (or outside the scope of this contract).

4. RESPONSIBILITIES OF THE ORDERING ACTIVITY

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

5. RESPONSIBILITIES OF THE CONTRACTOR

For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

6. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated TBD, at a discount of (see GSA pricelist for discount information)% from such listed prices.

7. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of 1 year.

8. INVOICES AND PAYMENTS

Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

***TERMS AND CONDITIONS APPLICABLE TO
SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210) AND SOFTWARE
MAINTENANCE SERVICES (SPECIAL ITEM NUMBER 54151)***

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The Ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The Ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. COMMERCIAL SUPPLIER AGREEMENTS

Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements. The Contractor shall provide all Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements in an editable Microsoft Office (Word) format for review prior to award. The GSA approved EULA begins on page 14 of this document.

3. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

Warranty:

Ninety (90) day warranty, begins on the date of product installation at the customer site.

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the Ordering activity, shall provide a hot line technical support number for software (610) 687-9202 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00am to 5:00pm EST. The hotline technical support number for Facility Software is (800) 268-0324 and is available from 7:00am to 7:00pm Central Time.

5. SOFTWARE MAINTENANCE

- a. Software maintenance service shall include the following:
Program updates and enhancements as well as an extended warranty for the software.
Software maintenance is 20% of the license fee per year. Software maintenance is for year one only. All additional maintenance years are available outside the scope of the GSA Schedule Contract.

1. Software Maintenance as a Product (SIN 511210)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace.

No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics. Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

2. Software Maintenance as a Service (SIN 54151)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. PERIODS OF TERM LICENSES (511210) AND MAINTENANCE (54151)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.
- b. Maintenance may be discontinued by the Ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering office's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

Contractor does not offer conversion from term license to perpetual license.

8. TERM LICENSE CESSATION

Contractor does not offer term license cessation.

9. UTILIZATION LIMITATIONS - (511210 AND 54151)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the Ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by agency. An agency is defined as a cabinet level or independent agency. The software may be used by any subdivision of the agency (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one agency's site. This would allow other agencies access to one agency's database. For Ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user agency will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user agency's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user agency.
 - (3) Except as is provided in paragraph 8.b(2) above, the Ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the Ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the Ordering activity to use software, documentation, or information therein, which the Ordering activity may already have or obtains without restrictions.
 - (4) The Ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the Ordering activity has the right to transfer the software to another site if the Ordering activity site for which it is acquired is deemed to be unsafe for Ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
 - (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

10. SOFTWARE CONVERSIONS - (511210)

Full monetary credit will be allowed to the Ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

12. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

Software is CPU specific, however, if a designated CPU becomes temporarily inoperative the software may be used on another computer. Use of the Software on other computers of Customer required additional fees. The fee for multiple copies will be 50% of the original cost. Software provided by AssetWorks Inc., in machine readable form may be copied by Customer for use with the designated computer to the extent necessary for archive or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the Software.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY
TRAINING (SPECIAL ITEM NUMBER 611420)**

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend unless otherwise stated in each individual Products Lines' product specific Terms and Conditions. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge unless otherwise stated in each individual Product Lines' product specific Terms and Conditions. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions, unless otherwise stated in each individual Product Lines' product specific Terms and Conditions.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

Not applicable

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S)**
1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the Ordering activity location, as agreed to by the Contractor and the ordering office.

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering office.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering office.
- c. The Agency should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Ordering activity per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days

after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

1. Cancel the stop-work order; or
 2. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
1. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 2. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services-Fixed Price (AUG 1996) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection-Time-and-Materials and Labor-Hour (JAN 1986) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering office shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

9. INDEPENDENT CONTRACTOR

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the Ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

- a. Definitions.
“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed Ordering activity contract, without some restriction on activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

- b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the Ordering activity, ordering offices may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Services. Progress payments may be authorized by the ordering office on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), Alternate I (APR 1984) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), Alternate II (DEC 2002) applies to labor-hour orders placed under this contract.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user agency upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering agency in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT SERVICES AND PRICING

Please refer to the attached Professional Information Technology Labor Category Descriptions and GSA pricing.

17. EQUIVALENCY

AssetWorks Inc., reserves the right to make the following substitutions in the education and/or experience requirements of any of the service skill categories set forth herein.

- 1. One (1) year experience is the equivalent of (1) year of education.
- 2. One (1) year of education is the equivalent of one (1) year of experience.

Certification related to the technology is equivalent to two (2) years of the experience/education

GSA APPROVED**SOFTWARE LICENSE
AND RELATED HARDWARE PURCHASE AGREEMENT**

To the extent the terms of this License Agreement conflict with the terms of the GSA Schedule contract, the terms of the GSA Schedule contract will prevail.

FOR AND IN CONSIDERATION of the mutual benefits accruing and expected to accrue hereunder, this Software License Agreement ("Agreement") is made as of the date on the Order Form ("Effective Date") by and between AssetWorks Inc., a Delaware limited liability company with offices at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 ("AssetWorks"), and an Ordering Activity (an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2I, as may be revised from time to time) ("Customer"). Intending to be legally bound, the parties hereby mutually agree to the following terms and conditions:

HARDWARE PURCHASE AND SOFTWARE LICENSE

- A. Customer shall purchase the hardware listed on Schedule 1, if any. Title to the hardware shall pass upon shipment.
- B. AssetWorks grants to Customer a non-exclusive, perpetual (subject to Article V) non-transferable license for the number of units specified in Schedule 1 to make use of the software specified on the Order Form (herein "Software") on the Customer's database servers and application servers ("Environment"). Except as provided above, use of Software in excess of limits defined in on the Order Form or other than on the Environment requires additional fees. Customer's license is to use the Software in its own business; Customer has no right to use the Software in processing work for third parties.
- C. Customer shall have the right to use only one copy or image of the Software for production purposes to manage up to the number of Active Equipment Units identified in the Order Form and shall not copy or use the Software for any other purpose except (i) for archival purposes, (ii) in connection with a disaster recovery program, and (iii) for the purpose of testing the operation of the Software, provided such testing copy shall not be used in a live production environment. Customer may increase the number of authorized Active Equipment Units by executing a subsequent Order Form and agreeing to pay in full the applicable fees. Upon signing the subsequent Order Form and agreeing to pay in full the applicable fees, Customer shall have the right to monitor the revised number of Active Equipment Units as set forth in the subsequent Order Form. "Active Equipment Unit" shall mean any in service unit to which work orders, fuel tickets, or usage tickets are posted.
- D. If any third party software is provided to Customer pursuant to this Agreement, such license shall be in accordance with terms set forth in the Order Form.
- E. Source Code shall mean software in human-readable form, including all appropriate programmer's comments, data files and structures, header and include files, macros, make files, object libraries, programming tools not commercially available, technical specifications, flowcharts and logic diagrams, schematics, annotations and documentation reasonably required or necessary to enable a competent independent third party programmer to create, operate, maintain, modify and improve such software without the help of any other person, and with data files containing Source Code in standard ASCII format readable by a text editor.
- F. Except as expressly authorized under this Agreement, Customer shall not (i) sell, rent, lease, timeshare, encumber, license, sublicense, transfer or assign the Software or Documentation; (ii) attempt to decompile, disassemble or reverse engineer the Software in whole or in part, or otherwise attempt to derive the Source Code of the software.

FEES AND PAYMENTS

Customer shall pay AssetWorks the fees specified in the ordering document. All other terms and conditions of fees and payment are located in the GSA Schedule contract.

NON-DISCLOSURE

- A. Except as required by law, and subject to the other paragraphs in this Article III, Customer agrees that the Software shall be held in confidence by Customer and shall not be disclosed to others without the prior written consent of AssetWorks, which may be withheld by AssetWorks in its sole discretion. This obligation to hold confidential does not apply to any portion of the Software (1) developed by Customer and in Customer's possession prior to the receipt of same from AssetWorks; (2) which at the time of disclosure is part of the public domain through no act or failure to act by Customer; or (3) which is lawfully disclosed to Customer without restriction on further disclosure by another party who did not acquire same from AssetWorks.
- B. AssetWorks provides documentation for the Software electronically. The Customer may copy, in whole or in part, any such documentation relative to the Software for Customer's internal use consistent with this Agreement.
- C. Customer's records with regard to use of the Software shall be made available to AssetWorks at all reasonable times at AssetWorks' request to audit Customer's compliance with this Agreement, and Customer shall certify to the truth and accuracy of such records.

WARRANTIES AND LIMITATION OF LIABILITY

- A. Hardware purchased under this Agreement has a limited one year warranty. This limited hardware warranty covers defects in materials and workmanship in hardware products. The warranty does not cover external causes such as accident, abuse, misuse, or problems with electrical power, servicing not authorized by AssetWorks, usage that is not in accordance with product instructions, failure to follow the product instructions or failure to perform preventive maintenance and normal wear and tear. ASSETWORKS'S RESPONSIBILITY FOR DEFECTS IN HARDWARE IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT AS SET FORTH IN THIS WARRANTY STATEMENT. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY STATED HEREIN FOR HARDWARE, ASSETWORKS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT. ASSETWORKS EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED IN THIS LIMITED WARRANTY. This agreement does not limit or disclaim any of the warranties specified in the GSA Schedule 70 contract under FAR 52.212-4(o). In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109.
- B. AssetWorks represents that it has the right to license the Software to Customer as provided in Article I. AssetWorks further represents that the Software will conform to the description contained in the documentation provided or published by AssetWorks ("Documentation") but, except as provided in this Article IV, AssetWorks makes no other representations, warranty, or guarantees, express or implied, with respect to the accuracy, completeness, or usefulness of the Software, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In the event the Software fails to conform to the description contained in the Documentation, AssetWorks' sole obligation shall be to correct the errors. This limited warranty is in lieu of all liabilities or obligations of AssetWorks for damages arising out of or in connection with the delivery, use or performance of the Software.
- C. AssetWorks does not guarantee the privacy, security, authenticity or non-corruption of any information transmitted through the internet or any mobile or wireless network, or any information stored in any system connected to the internet or to any mobile or wireless network. AssetWorks shall not be responsible for any claims, damages, costs or losses whatsoever arising out of or in any way related to Customer's connection to or use of the internet or of any mobile or wireless network.
- D. AssetWorks will not be liable to Customer or any third party for any claims, expenses, damages, costs or losses whatsoever arising out of or in any way related to Customer's use of the Software insofar as such Software may be used to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary or otherwise exempt from public disclosure under applicable law.
- E. AssetWorks will defend, at its own expense, any action brought against Customer to the extent that it is based on a claim that the Software supplied by AssetWorks infringes a United States patent or copyright, and AssetWorks will pay those costs and damages finally awarded against Customer in any such action that are attributable to any such claim; provided, such defense and payments are conditioned on the following: (1) that AssetWorks shall be promptly notified in writing by Customer following its receipt of any such claim; (2) that AssetWorks shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; (3) should

the Software become, or in AssetWorks' opinion is likely to become, the subject of a claim of infringement of a United States patent or copyright, then Customer shall permit AssetWorks, at its option and expense, either to (A) procure for Customer a non-infringing license to use the Software; (B) modify the Software so that it becomes non-infringing; (C) procure for Customer a depreciated credit for the Software and accept its return. Depreciation shall be an equal amount per year over the lifetime of the Software, which the parties agree shall be five (5) years. AssetWorks shall have no liability to Customer under any provision of this clause with respect to any claim of patent or copyright infringement that is based on Customer's unauthorized use or combination of the Software with software or data not supplied by AssetWorks as part of the Software. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

- F. Customer agrees that AssetWorks' total liability to Customer for any and all damages whatsoever arising out of or in any way related to this Contract from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the amount of fees paid to AssetWorks for either the Software License or Hardware from which the claim arose. Nothing contained herein shall impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this agreement shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA Schedule contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).
- G. In no event shall AssetWorks be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if AssetWorks has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy. Some jurisdictions may not allow the waiver of consequential damages, so this section will not apply if prohibited or inconsistent with law. The warranty period for the Software shall extend for a period of 90 days from the date of delivery of the Software but in no event later than one year from the date of execution of this Agreement. During the warranty period, in the event that the Customer encounters an error and/or malfunction whereby the Software does not conform to the description in the Documentation, AssetWorks will respond as follows:
1. In the event that, in the mutual and reasonable opinion of AssetWorks and the Customer, there exists an error or nonconformance to the Documentation, AssetWorks will take such steps as are reasonably required to correct the error with due dispatch.
 2. In the event that, in the mutual and reasonable opinion of AssetWorks and the Customer, the error or nonconformance to the Documentation does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the error and distribute the correction to the Customer in accordance with AssetWorks' normal Software revision schedule.

TERMINATION

- A. This agreement may be terminated in accordance with Federal Acquisition Regulation 52.212-4(l) and (m) and 52.233-1.
- B. All Software and Documentation shall be and will remain the property of AssetWorks. Upon termination of this Agreement, whatever the reason, such Software and Documentation and any copies thereof made by Customer pursuant to Article III B and C shall be promptly returned to AssetWorks.

ASSIGNMENT

Neither party may assign this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld. In the event of an internal corporate reorganization, AssetWorks shall request a novation or assignment of this agreement in accordance with the procedures set forth in Federal Acquisition Regulation 42.1204.

ENTIRE AGREEMENT

These License Terms constitute an addendum to a solicitation or contract, as defined in Federal Acquisition Regulation 52.212-4(s).

SCHEDULES

The Order Form and any additional schedules specified below are hereby incorporated into this Agreement.

GENERAL TERMS

- A. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive for the applicable statute of limitations period.
- B. No delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will be considered a waiver thereof. No single waiver will constitute a continuing or subsequent waiver. To be valid, a waiver must be in writing, but need not be supported by consideration.
- C. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, such provision will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of this Agreement will not be affected.
- D. This Agreement, including its interpretation and enforcement, will be governed by the federal laws of the United States.
- E. Any communication or notice hereunder must be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when sent by e-mail; (iii) when delivered by overnight express; or (iv) three (3) days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a party at its address for notices. Each party's address for notices is stated on the Order Form. Such address may be changed by a notice delivered to the other party in accordance with the provisions of this Section.
- F. In the event of any dispute arising in the performance of this Agreement, AssetWorks and the Customer will seek to resolve such dispute through good faith, amicable discussions and negotiations. All disputes relating to these License Terms are subject to Federal Acquisition Regulation 52.233-1.
- G. Neither party will be liable for any failure to perform or any delay in performing any of its obligations hereunder when such failure or delay is due to circumstances beyond its reasonable control and without its fault (Force Majeure), including without limitation, any natural catastrophe, fire, war, riot, strike, or any general shortage or unavailability of materials, components or transportation facilities, or any governmental action or inaction. Upon the occurrence of such event of Force Majeure, the affected party will immediately give notice to the other party with relevant details, and will keep the other party informed of related developments.

SOFTWARE MAINTENANCE AGREEMENT

To the extent the terms of this License Agreement conflict with the terms of the GSA Schedule contract, the terms of the GSA Schedule contract will prevail.

FOR AND IN CONSIDERATION of the mutual benefits accruing and expected to accrue hereunder, this Software Maintenance Agreement ("Agreement"), as of the date on the Order Form 2019 (the "Effective Date"), is by and between AssetWorks Inc., a Delaware limited liability company with offices at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 ("AssetWorks") and an Ordering Activity (an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2I, as may be revised from time to time) (hereinafter called "Customer"). Intending to be legally bound, the parties hereby mutually agree to the following terms and conditions:

BACKGROUND

AssetWorks and Customer are parties to a Software License Agreement, pursuant to which Customer has licensed certain software products ("Software" or "Product") from AssetWorks.

The Software paid-up license fee includes a warranty without charge as set forth in the Software License Agreement.

The purpose of this Agreement is to set forth the terms and conditions upon which Customer has agreed to subscribe to support and maintenance for the Software ("Maintenance") from AssetWorks.

TERMS AND CONDITIONS

Term

Maintenance shall commence immediately upon the Effective Date and shall have a term of twelve (12) months.

Correction of Deviations

In the event that the Customer encounters an error and/or malfunction ("Deviation") in the Software, it shall communicate the circumstances and any supporting information to AssetWorks. Upon receipt, AssetWorks will respond as follows:

- a. In the event that, in the mutual and reasonable opinion of AssetWorks and the Customer, there exists a Deviation that does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the Deviation and distribute the correction to the Customer in accordance with AssetWorks' normal Software revision schedule.
- b. In the event that, in the mutual and reasonable opinion of AssetWorks and the Customer there exists a Deviation that does constitute a serious impediment to the normal, intended use of the Software, AssetWorks will take such steps as are reasonably required to correct the Deviation.

Software Revisions and New Versions

- a. The Software may be revised by AssetWorks as a result of the correction of Deviations and/or the release of upgrades or improvements or modifications designed to improve the performance of the Software and/or to increase the capabilities of the Software (hereafter "Revisions"). Revisions shall be of two kinds:
 - i. Revisions that the Customer is obliged to implement ("Mandatory Revisions");
 - ii. Revisions that may be implemented by the Customer at its option ("Optional Revisions").
 - iii. No charge shall be made to the Customer for either Mandatory Revisions or Optional Revisions while under a current Maintenance Agreement.

- b. New products ("New Products") may be added to the Software by AssetWorks from time to time. Compared to a Revision, New Products substantially improve the performance of the Software and/or substantially increase its functionality and capability. AssetWorks, in its sole discretion, shall decide which upgrades and improvements will be issued as Revisions without charge and which shall be issued as New Products for which there may be a charge.

Telephone Hotline Assistance

AssetWorks, at its expense, shall make available technically qualified personnel to respond to all reasonable telephone requests, Monday through Friday, excluding State holidays, during normal business hours, that may be made by the Customer relating to the application and operation of the Software. At other times such personnel are available by pager for emergencies.

Technical Literature

AssetWorks shall make available to the Customer all technical literature in electronic format that is considered by AssetWorks to be relevant to the Software and its use within the scope of Customer's operations.

Transmission

All Revisions and New Products will be made available for download by the Customer via access to the AssetWorks website or other suitable media, at the option of AssetWorks. The Customer shall be solely responsible for executing the appropriate instructions in order to transfer the Revisions or New Products onto its system.

Remote Diagnostic Access

The Customer shall provide appropriate remote access capabilities with which AssetWorks may, with the permission of the Customer, remotely access the Software for the purpose of remote diagnostics and support.

Proper Use

- a. Customer shall not modify the Software or Source Code as defined in the Software License Agreement unless specifically authorized by AssetWorks in writing.
- b. The Customer agrees that all reasonable effort shall be taken to ensure that neither the Software nor data files are misused or modified without the express written permission of AssetWorks.
- c. In the event that the Customer or its agents misuses or modifies the Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other than the Software, although AssetWorks is not obligated to correct such misuse.

In the event that diagnostic assistance is provided by AssetWorks, which, in the reasonable opinion of AssetWorks and the Customer, relates to problems not caused by a Deviation in the Software, such assistance shall be at the discretion of AssetWorks. Software Maintenance Fee – Paid Up License

In consideration of the Maintenance services to be provided by AssetWorks for the initial twelve month period hereunder, Customer shall pay to AssetWorks an agreed-to amount set forth on Exhibit A.

Additional Software Maintenance Fee – Paid Up License

In the event the Customer acquires AssetWorks Software licenses in addition to the Software that indicated in the Order Form of the Software License Agreement (the "Additional Software"), Customer shall agree to extend the Maintenance to cover the Additional Software, and the Customer shall agree to pay an additional annual Maintenance fee in an amount equal to twenty percent (20%) of the then current license fee for the Additional Software at the time of acquisition.

Other Fees and Expenses

If onsite maintenance is required, Customer may agree to pay reasonable travel and living expenses of AssetWorks' employees or agents, which shall be billed and paid after the expenses are incurred.

Payment Terms

Terms and conditions of fees and payment are located in the GSA Schedule contract.

Default and Termination

This Agreement may be terminated in accordance with Federal Acquisition Regulation 52.212-4(l) and (m) and 52.233-1.

Limitation of Liability

Customer agrees that AssetWorks' total liability to Customer for any and all damages whatsoever arising out of or in any way related to this Contract from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed fees paid to AssetWorks for software maintenance directly related to this Agreement in the 12 months preceding the date on which the claim arose.

In no event shall AssetWorks be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if AssetWorks has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose or the existence of any other limited remedy.

c. This Agreement shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA Schedule contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

General Terms

- a. Neither AssetWorks nor Customer will assign or transfer its interest in this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld. In the event of an internal corporate reorganization, Assetworks shall request a novation or assignment of this agreement in accordance with the procedures set forth in Federal Acquisition Regulation 42.1204.
- b. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.
- c. No delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will be considered a waiver thereof. No single waiver will constitute a continuing or subsequent waiver. To be valid, a waiver must be in writing, but need not be supported by consideration.
- d. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, such provision will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of this Agreement will not be affected.
- e. This Agreement, including its interpretation and enforcement, will be governed by the federal laws of the United States.
- f. Any communication or notice hereunder must be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when sent by e-mail; (iii) when delivered by overnight express; or (iv) three (3) days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a party at its address for notices.

Each party's address for notices is stated on the Order Form. Such address may be changed by a notice delivered to the other party in accordance with the provisions of this Section.

- g. In the event of any dispute arising in the performance of this Agreement, AssetWorks and the Customer will seek to resolve such dispute through good faith, amicable discussions and negotiations. All disputes relating to these License Terms are subject to Federal Acquisition Regulation 52.233-1.
- h. Neither party will be liable for any failure to perform or any delay in performing any of its obligations hereunder when such failure or delay is due to circumstances beyond its reasonable control and without its fault (Force Majeure), including, without limitation, any natural catastrophe, fire, war, riot, strike, or any general shortage or unavailability of materials, components or transportation facilities, or any governmental action or inaction. Upon the occurrence of such event of Force Majeure, the affected party will immediately give notice to the other party with relevant details, and will keep the other party informed of related developments.
- i. This Agreement constitutes an addendum to a solicitation or contract, as defined in Federal Acquisition Regulation 52.212-4(s).

PROFESSIONAL SERVICES AGREEMENT

To the extent the terms of this License Agreement conflict with the terms of the GSA Schedule contract, the terms of the GSA Schedule contract will prevail.

This Professional Services Agreement ("Agreement"), is effective as of the date on the Order Form ("Effective Date"), by and between AssetWorks Inc. ("AssetWorks"), a Delaware limited liability corporation with offices located at 998 Old Eagle School Road, Wayne, Pennsylvania, 19087 and an Ordering Activity (an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2I, as may be revised from time to time) ("Customer").

WHEREAS, Customer requires professional services; and

WHEREAS, AssetWorks is willing to provide such services.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties agree as follows:

1. Services / Statement of Work

AssetWorks will perform the professional services ("Services") described in the Scope of Work hereto as Exhibit A ("Scope of Work"). The terms of this Agreement shall control any Additional Scopes of Work that may be executed by the parties during the Term of this Agreement. No Statement of Work shall be of any force and effect unless and until executed by both AssetWorks and Customer.

2. Effective Date; Term

This Agreement shall be effective until the Agreement has been terminated in accordance with the GSA schedule contract.

3. Price and Payment Terms

- a. Each Statement of Work will either be on a time and material basis or a fixed price basis, specified in the Statement of Work. The Statement of Work may or may not include a definitive list of "Deliverables" that must be completed by AssetWorks. In some instances, the Statement of Work will include a date by which "Deliverables" must be completed.
- b. In the event that Services result in greater AssetWorks duties than contemplated by the Statement of Work, Customer will work closely and in good faith with AssetWorks to modify the Statement of Work to ensure that the Customer's requirements are addressed and AssetWorks' fees shall be reasonably adjusted to reflect increased Customer requirements.
- c. Customer may agree to pay reasonable travel and living expenses of AssetWorks' employees or agents, which shall be billed and paid after the expenses are incurred.
- d. Terms and conditions of fees and payment are located in the GSA Schedule contract.
- e. Custom modules, interfaces and other software can be placed under the AssetWorks Software Maintenance program. The cost for software maintenance is typically 20% of the cost of the custom build annually.
- f. Bill to Address. The invoice will be mailed to the Customer address at the top of this Agreement unless otherwise indicated in the Statement of Work.

4. Resources to be Provided by Customer

- a. Customer shall provide, maintain and make available to AssetWorks, at Customer's expense and in a timely manner, the resources described in this section 4, the Statement of Work, and such other additional resources as AssetWorks may from time to time reasonably request in connection with AssetWorks performance of the Services. Delays in the provision of these resources may result in delays in the performance of the Services, or an increase in the Price.

- b. Customer will designate qualified Customer personnel or representatives to consult with AssetWorks on a regular basis in connection with the Services. Customer will furnish such documentation and other information as is reasonably necessary to perform the Services.
- c. Customer shall furnish access to Customer's premises, and appropriate workspace for any AssetWorks personnel working at Customer's premises, as necessary for performance of those portions of the Services to be performed at Customer's premises.
- d. Customer shall meet all assumptions noted on the Statement of Work.

5. Relationship of the Parties

The parties are independent contractors and under no circumstances will either be deemed to be an agent, partner, legal representative, employee or joint venture partner of the other party.

6. Subcontractors

AssetWorks may engage subcontractors to assist in performing Services without the prior written consent of Customer; provided, AssetWorks shall supervise such sub-contractors and the Services performed by them to the same extent as if AssetWorks performed the work.

7. Confidentiality

- a. Because either party may have access to information of the other party that the other party considers to be confidential or proprietary ("Confidential Information"), each party will maintain all Confidential Information in confidence and will use it solely in the discharge of its obligations under this Agreement and any applicable Statement of Work. Nothing herein will be deemed to restrict a party from disclosing Confidential Information to its employees and subcontractors in the discharge of such obligations.
- b. Confidential Information will not include information that (i) is, or becomes, generally known or available through no fault of the, recipient; (ii) is known to the recipient at the time of its receipt from the disclosing party; (iii) the disclosing party provides to a third party without restrictions on disclosure; (iv) is subsequently and rightfully provided to the recipient by a third party without restriction on disclosure; (v) is independently developed by the recipient, without reference to the disclosing party's Confidential Information; or (vi) is required to be disclosed pursuant to a governmental agency or court subpoena, provided the recipient promptly notifies the disclosing party of such subpoena to allow it reasonable time to seek a protective order or other appropriate relief.

8. Intellectual Property

- a. Customer and AssetWorks shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing Intellectual Property, and no license therein, whether express or implied, is granted by this Agreement or as a result of the Services performed hereunder. To the extent the parties wish to grant to the other rights or interests in pre-existing Intellectual Property, separate license agreements on mutually acceptable terms will be executed.
- b. The Services performed, code developed and any Intellectual Property produced pursuant to this Agreement are not "works for hire."
- c. As used herein, "Intellectual Property" shall mean inventions (whether or not patentable), works of authorship, trade secrets, copyright, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any Statement of Work or Deliverable whether or not first created or developed by AssetWorks in providing the Services.

9. Non-Solicitation

During the term of this Agreement, and for one year thereafter, neither party will solicit the employment of, or contract for the services of, any person who is/was an employee, agent, or subcontractor of the other party during the term of this Agreement. Nothing in this section shall prohibit either party from placing a bona fide public advertisement for employment which is not specifically targeted at a Party's employees and neither Party shall be restricted from hiring

any such person who responds to any such general solicitation or public advertisement so long as no solicitation of such person has occurred.

10. Termination

This agreement may be terminated in accordance with Federal Acquisition Regulation 52.212-4(l) and (m) and 52.233-1.

11. Effect of Termination

The Terms of this Agreement shall survive for any Statement of Work which is still pending at the time of termination until the conclusion of the Statement of Work.

12. Indemnification

AssetWorks agrees to defend and indemnify Customer from and against third party claims, judgments, and awards, as well as the reasonable costs related thereto (hereinafter collectively referred to as "Damages") to the extent such Damages result from the gross negligence or willful acts or omissions of AssetWorks occurring in the performance of its obligations hereunder. AssetWorks shall not be responsible for any damages or liability resulting, in whole or in part, from the negligence or willful misconduct of any third party, Customer its employees, consultants or agents.

Indemnification is conditioned on the following: (1) that the indemnifying party shall be promptly notified in writing by the indemnified party following its receipt of any such claim; (2) that the indemnifying party shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and (3) that the total indemnification obligation, including reasonable attorney's fees and costs, is limited to \$250,000.

Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

13. Limited Warranty

- a. AssetWorks warrants that the Services provided under this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty, provided Customer has delivered to AssetWorks timely notice of such breach as hereinafter required, AssetWorks shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to Customer that portion of the Price received by AssetWorks attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless Customer has delivered to AssetWorks written notice specifying in detail the non-conformities within 90 days after performance of the non-conforming Services or tender of the non-conforming Deliverables. The remedy set forth in this section 10(a) is the sole and exclusive remedy for breach of the foregoing warranty.
- b. **ASSETWORKS SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, WARRANTIES OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANTY OF ERROR-FREE PERFORMANCE, OR ANY WARRANTY OF THIRD PARTY PRODUCTS, OR FUNCTIONALITY OF THE CUSTOMER'S HARDWARE, SOFTWARE, FIRMWARE, OR COMPUTER SYSTEMS.**
- c. Customer represents and warrants to AssetWorks that Customer has the right to use and furnish to AssetWorks for AssetWorks use in connection with this Agreement any information, specifications, data or Intellectual Property that Customer has provided or will provide to AssetWorks in order for AssetWorks to perform the Services and to create the Deliverables identified in Exhibit A.
- d. This Agreement does not limit or disclaim any of the warranties specified in the GSA Schedule 70 contract under FAR 52.212-4(o).

In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

14. Limitation of Liability

- a. Customer hereby agrees that AssetWorks total liability to Customer for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed the fees paid to AssetWorks during the previous 12-month period under the specific Statement of Work under which the claim arose, or, only if the claim did not arise under a Specific Statement of Work, the fees paid to AssetWorks during the previous 12-month period. The parties acknowledge and agree to the foregoing liability risk allocation. Any claim by Customer against AssetWorks relating to this Agreement must be made in writing and presented to AssetWorks within six (6) months after the date on which this Agreement expires or is otherwise terminated.
- b. In no event shall either AssetWorks nor Customer be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss and notwithstanding any failure of essential purpose of any limited remedy.
- c. This Agreement shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA Schedule contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

15. Notices

All notices under this Agreement will be in writing and will be delivered by personal service, facsimile or certified mail, postage prepaid, or overnight courier to such person and address as may be designated from time to time by the relevant party, which initially shall be the address set forth on the Order Form:

16. Insurance

AssetWorks shall maintain the following insurance during the term of this Agreement:

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b. Commercial General Liability Insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.
- c. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d. Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage, with limits not less than \$1,000,000 per claim and in the aggregate.

17. Non-Waiver of Rights

The failure of either party to insist upon performance of any provision of this Agreement, or to exercise any right, remedy or option provided herein, shall not be construed as a waiver of the right to assert any of the same at any time thereafter.

18. Rights and Remedies Not Exclusive

Unless otherwise expressly provided herein, no right or remedy of a party expressed herein shall be deemed exclusive, but shall be cumulative with, and not in substitution for, any other right or remedy of that party.

19. Severability

If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

20. Assignment

Neither party may sell, assign, transfer, or otherwise convey any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, AssetWorks may without violation of this paragraph engage the services of independent contractors to assist in the performance of its duties hereunder.

21. Governing Law

This Agreement, including its interpretation and enforcement, will be governed by the federal laws of the United States.

22. Interpretation

The captions and headings used in this Agreement are solely for the convenience of the parties, and shall not be used in the interpretation of the text of this Agreement. Each party has read and agreed to the specific language of this Agreement; therefore no conflict, ambiguity, or doubtful interpretation shall be construed against the drafter.

23. Disputes

All disputes relating to these License Terms are subject to Federal Acquisition Regulation 52.233-1.

24. Multiple Copies or Counterparts of Agreement

This Agreement and any Statement of Work may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery between each of the parties of at least one set of the counterparts.

25. Force Majeure

Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

26. Relationship of Parties

AssetWorks is an independent contractor in all respects with regard to this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of contractor and Customer.

27. Third Party Beneficiaries

This Agreement does not create, and shall not be construed as creating, any rights or interests enforceable by any person not a party to this Agreement.

28. Waiver or Modification

No provision of the Agreement may be waived or modified unless in writing specifically referencing this Agreement and signed by representatives of both parties against whom enforcement of the purported modification or waiver is sought. Waiver of default of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent default of such provision, nor shall a waiver of any one provision of the Agreement be deemed to be a waiver of any other provision.

29. Entire Agreement; Conflicting Provisions

30. These Professional Services Terms constitute an addendum to a solicitation or contract, as defined in Federal Acquisition Regulation 52.212-4(s). Authorization

Each of the parties represents and warrants that the Agreement is a valid and binding obligation enforceable against it and that the representative executing the Agreement is duly authorized and empowered to sign the Agreement.

31. Survival

All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.

LABOR CATEGORY DESCRIPTIONS

Labor Category Title: Fleet/Facilities Software Program Manager

Functional Responsibilities: Manages the implementation effort for many customers. This includes planning and coordinating both AssetWorks and customer activities to ensure that the goals and objectives of the implementation are accomplished within the defined time and funding parameters. Is fiscally responsible for achieving budgetary goals of the project. Consults with customers on the integration of Facility/FleetFocus products and the customer's standard operating procedures. Defines system interfaces, data conversion requirements, and software modifications required to support the customer's implementation requirements. Performs and/or supervises personnel in complex variance verifications, release testing and customer specific beta software support.

Minimum Education/Experience: Bachelor's and 10 years of experience

Labor Category Title: Fleet/Facilities Software Sr Project Manager

Functional Responsibilities: Serves as the primary contact with customer and works closely with other staff on a variety of tasks to ensure successful implementation of the project plan including: analysis of customer work flow and standard operating procedures; program modifications, data interface programs; data conversion coding requirements; and variance verification. Coordinates with Customer to deliver training activities associated with the implementation. Prepares project plans, implementation schedules, customer status reports, trip reports, expense reports and travel schedules. Troubleshoots all aspects of the project plan and communicates regularly with the Customer Project Manager on status of the implementation.

Minimum Education/Experience: Bachelor's and 7 years of experience

Labor Category Title: Fleet/Facilities Software Project Manager

Functional Responsibilities: Serves as the primary contact with customer and works closely with other staff on a variety of tasks to ensure successful implementation of the project plan including: analysis of customer work flow and standard operating procedures; program modifications, data interface programs; data conversion coding requirements; and variance verification. Coordinates with Customer to deliver training activities associated with the implementation. Prepares project plans, implementation schedules, customer status reports, trip reports, expense reports and travel schedules. Troubleshoots all aspects of the project plan and communicates regularly with the Customer Project Manager on status of the implementation.

Minimum Education/Experience: Bachelor's and 2 years of experience

Labor Category Title: Fleet/Facilities Software System Architect

Functional Responsibilities: Lead the overall design and development effort from a technical and functional perspective. Responsible for architectural underpinnings of the application and maintenance of the AssetWorks software product codes and extension of the product. Serves as a technical resource to the AssetWorks Customer Support Staff, Project Manager and Program Manager in the resolution of customer issues with data conversion and product functionality. Reviews functional and technical specifications for custom interfaces as well as requirement analysis documentation for custom software. Executes the production and maintenance of software specifications and technical documentation of developed code. Performs other duties as may be assigned by management.

Minimum Education/Experience: Bachelor's and 10 years of experience

Labor Category Title: Fleet/Facilities Software Sr Developer

Functional Responsibilities: Maintenance of the AssetWorks software product codes and extension of the product. Serves as a technical resource to the AssetWorks Customer Support Staff, Project Manager and Program Manager in the resolution of customer issues with data conversion and product functionality. Reviews functional and technical specifications for custom interfaces as well as requirement analysis documentation for custom software. Executes the production and maintenance of software specifications and technical documentation of developed code. Performs other duties as may be assigned by management.

Minimum Education/Experience: Bachelor's and 7 years of experience

Labor Category Title: Fleet/Facilities Software Developer

Functional Responsibilities: Maintenance of the AssetWorks software product codes and extension of the product. Serves as a technical resource to the AssetWorks Customer Support Staff, Project Manager and Program Manager in the resolution of customer issues with data conversion and product functionality. Reviews functional and technical specifications for custom interfaces as well as requirement analysis documentation for custom software. Executes the production and maintenance of software specifications and technical documentation of developed code. Performs other duties as may be assigned by management.

Minimum Education/Experience: Bachelor's and 2 years of experience

Labor Category Title: Fleet/Facilities Software Sr Implementation Specialist

Functional Responsibilities: Working with customers on-site and remotely to provide software training to personnel involved with the software - directors, supervisors, administrative personnel, craftsmen, and shop workers. Prepares and customizes documentation for classroom presentation. Develops class curriculum, workshops and new class offerings. Leads customers in implementing best practices and new workflows. Provides technical assistance to customers as needed.

Minimum Education/Experience: Bachelor's and 7 years of experience

Labor Category Title: Fleet/Facilities Software Implementation Specialist

Functional Responsibilities: Working with customers on-site and remotely to provide software training to personnel involved with the software - directors, supervisors, administrative personnel, craftsmen, and shop workers. Prepares and customizes documentation for classroom presentation. Develops class curriculum, workshops and new class offerings. Leads customers in implementing best practices and new workflows. Provides technical assistance to customers as needed.

Minimum Education/Experience: Bachelor's and 3 years of experience

Labor Category Title: Fleet/Facilities Software Installation Engineer

Functional Responsibilities: Supports the Project Manager in working with the customer during the installation of the AssetWorks software. Works closely with other AssetWorks and customer staff on a variety of tasks to ensure successful implementation. Assists in the troubleshooting of all installation tasks and related issues.

Minimum Education/Experience: Bachelor's and 3 years of experience

Labor Category Title: Fleet/Facilities Software Documentation Specialist

Functional Responsibilities: Prepare technical and complex documentation in support of the product or engagement under the direction of the Project Manager.

Minimum Education/Experience: Bachelor's and 3 years of experience

Labor Category Title: Fuel Program Manager

Functional Responsibilities: Serves as primary contact with customer and manages other staff on a variety of tasks to ensure successful implementation of the project plan including: analysis of customer work flow and standard operating procedures. Coordinates with Customer Project Manager to deliver training activities associated with the implementation. Prepares project plans, implementation schedules, customer status reports, trip reports, expense reports and travel schedules. Troubleshoots all aspects of the project plan and communicates regularly with the Customer Project Manager on status of the implementation.

Minimum Education/Experience: Bachelor's and 2 years of experience

Labor Category Title: Fuel Software Installer/Trainer

Functional Responsibilities: Supports the Project Manager in working with the customer during the installation of the AssetWorks software. Works closely with other AssetWorks and customer staff on a variety of tasks to ensure successful implementation. Assists in the troubleshooting of all installation tasks and related issues. Provides classroom or field based training to customers.

Minimum Education/Experience: Bachelor's and 1 year of experience

Labor Category Title: Fuel Master Technician

Functional Responsibilities: Supports the Project Manager in performing the physical installation of the FuelFocus System hardware. Acts as liaison between Project Manager and outside contractors for site readiness. Works closely with other AssetWorks and customer staff on a variety of tasks to ensure successful implementation. Assists in the troubleshooting of all installation tasks and related issues.

Minimum Education/Experience: Approved Service Representative and 5 years of experience

Labor Category Title: Fuel Technician Helper

Functional Responsibilities: Performs various tasks using appropriate equipment to assist Master Technician in technical and non-technical functions related to system installation. Supports the Project Manager and Master Technician in performing the physical installation of the FuelFocus System hardware in vehicles. Works closely with other AssetWorks and customer staff on a variety of tasks to ensure successful implementation. Assists in the troubleshooting of all installation tasks and related issues.

Minimum Education/Experience: Vocational Diploma and 1 year of experience

LABOR PRICING

SIN	Labor Category	GSA Price
54151S	Fleet/Facilities Software Program Manager	\$221.03
54151S	Fleet/Facilities Software Sr Project Manager	\$201.39
54151S	Fleet/Facilities Software Project Manager	\$186.65
54151S	Fleet/Facilities Software System Architect	\$221.03
54151S	Fleet/Facilities Software Sr Developer	\$186.65
54151S	Fleet/Facilities Software Developer	\$171.91
54151S	Fleet/Facilities Software Sr Implementation Specialist	\$221.03
54151S	Fleet/Facilities Software Implementation Specialist	\$191.56
54151S	Fleet/Facilities Software Installation Engineer	\$191.56
54151S	Fleet/Facilities Software Documentation Specialist	\$132.62
54151S	Fuel Program Manager	\$196.47
54151S	Fuel Software Installer/Trainer	\$196.47
54151S	Fuel Master Technician	\$181.74
54151S	Fuel Technician Helper	\$147.36



STATEMENT OF WORK

CITY OF SHERMAN

Q-13371-3



FleetFocus Asset, Inventory and Maintenance Management

Applications

10/02/2024



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FleetFocus Introduction

AssetWorks is pleased to partner with CITY OF SHERMAN ("SHERMAN") for a successful implementation of the FleetFocus asset and maintenance management application for its Fleet assets. This Statement of Work ("SOW") identifies the tasks required for the implementation of the FleetFocus solution. This SOW is based on AssetWorks' current understanding of the requirements and AssetWorks' previous experience with similar engagements.

AssetWorks recommends SHERMAN use AssetWorks' expertise and consulting resources to ensure a timely and cost-effective implementation. AssetWorks offers a variety of services ranging from workflow re-engineering to general business and technical consulting.

To best facilitate the implementation, AssetWorks urges SHERMAN to formally identify a core team of members from each of the critical business groups who will participate in or be affected by the project implementation. This involvement must come from all parties. This core team should be both technically qualified and knowledgeable of their groups' business practices. These individuals will be responsible for spearheading the system configuration, data mapping, and workflow tasks to ensure a feasible and effective production rollout.

Circumstances may necessitate changes to the tasks and/or time estimates, at which time AssetWorks and SHERMAN will discuss these changes in good faith at their earliest opportunity.

Implementation Approach

In this document, AssetWorks has provided a detailed Statement of Work, which outlines our proposed implementation approach for the initial implementation of the AssetWorks FleetFocus solution for SHERMAN. AssetWorks implementation approach is built around industry and business standards for software implementation and project management. This standards-based approach allows us to focus on implementing the solution and focusing on those aspects of the project that represent the biggest challenges. This flexibility facilitates adjustments to the project implementation to accommodate the nuanced needs of our various customers and has yielded successful implementations for all our current and past customers.

AssetWorks follows a collaborative approach to the implementation effort, engaging SHERMAN staff in each step of the process. This approach is built upon a foundation of knowledge transfer. As we work through the implementation together, SHERMAN staff will become increasingly knowledgeable and experienced with the product, how and why configuration decisions were made, how the data was organized and loaded, and how to manage and execute workflows within the system. In our experience this approach leads to the quicker adoption of the solution by the organizations staff, and results in a much smoother transition from implementation to operations and enables the customer to take full ownership of the solution.

FleetFocus Project Task Descriptions

WBS A.1.0 Initiation

WBS A.1.1 Project Management Services

Project kick-off and planning



AssetWorks will facilitate a remote project kick-off meeting wherein we will review the project timeline, identify roles and responsibilities and discuss status reporting with SHERMAN staff.

AssetWorks recommends SHERMAN appoint a core project team for the implementation stage with representatives from all functional or operational areas of SHERMAN's business. This core group must have the authority and charter to make appropriate decisions regarding the implementation. The core group representatives should have complete knowledge and familiarity with SHERMAN's operations and objectives. They will form most of the roll-out team later in the project. SHERMAN project team will define their roles and responsibilities and establish project standards and controls.

SHERMAN will appoint a dedicated Project Manager, Subject Matter Project Leads, and supporting personnel from the designated SHERMAN functional and operational areas. SHERMAN Project Manager will lead the overall SHERMAN project team and be responsible for SHERMAN personnel and resources on the project. The Project Leads will be responsible for assisting AssetWorks with the configuration and implementation of FleetFocus and for facilitating decisions among the core maintenance group.

The Project Kick-off Meeting will discuss and review the following topics:

- Project plan tasks and timeline
- Contract deliverables
- Change management procedures
- AssetWorks roles and responsibilities
- Customer roles and responsibilities
- Implementation approach and phases

Project management and oversight

AssetWorks will provide project management and oversight services to execute the project plan. The AssetWorks project manager will coordinate AssetWorks project activities. AssetWorks will provide the following project management services:

- Serve as the main point of contact for SHERMAN Project Manager
- Coordinate of project resources and work so that milestones are met in an efficient manner; tasks will be designed to minimize implementation time and cost while taking into consideration resource and time constraints such as SHERMAN staff availability
- Work with SHERMAN to manage risks throughout the project
- Present progress to SHERMAN Project Manager and/or to SHERMAN Project Sponsors (as required)
- Attend project related meetings as needed to ensure timely resolution to open issues and action items
- Develop project deliverables
- Manage approval/sign-off processes
- Manage action items
- Manage scope control
- Maintain project schedule and scheduled meetings



The AssetWorks Project Manager will ensure that sufficient resources are available to implement the system in accordance with the project requirements. The AssetWorks Project Manager will monitor the project resources to ensure quality delivery of services and that the deliverables are completed in accordance with the project requirements.

AssetWorks will assign a Professional Services Manager to provide additional subject matter expertise, monitor the project resources and budget, and ensure quality delivery of services. The Professional Services Manager is SHERMAN's first escalation point for any issues arising during the project while the Program Manager will provide executive level communication and support.

Deliverables for Project Management Services

- Complete Project Kick Off
- Update to relevant status reports prior to status meetings
- Manage action items, issues and risks
- Facilitate monthly status meetings

SHERMAN is responsible for all deliverables not specifically included above.

WBS A.1.2 Hardware Acquisition

AssetWorks recommends the following hardware configuration and hardware specifications for SHERMAN's implementation. Any recommendations noted in this SOW are subject to change and defer to FleetFocus product documentation available on AssetWorks' customer site, the Community.

Workstation Specifications

Workstation Recommendations

- Microsoft Windows Workstation (Laptop or Desktop) with supported Operating System
- and compatible/supported browser.
- Recommended resolution: 1920 x 1080
- Minimum supported resolution: 1024 x 768*
- * Most areas of the web application are certified utilizing a standard resolution of 1920 x 1080. The lower resolution of 1024 x 768 can be utilized in most areas, but pages viewed at this resolution may cause layout inconsistencies or require scrolling to view all areas of a screen. 1000+ Mbps Ethernet NIC

Laser Wedge Scanners

- DataLogic Gryphon
- QuickScan I QM2400
- USB

Label Printers

- Intermec printers supporting the IPL programming language
- All Zebra printers supporting the ZPL and EPL programming languages

Tablet / Mobile specification recommendations

- Screen Size: minimum specifications are 8" for EDGE and 5" for SmartApps
- Supported Mobile Browsers: Chrome and Safari (Microsoft EDGE is not supported for mobile)
- Supported Mobile OS: Android v.9 and above Apple iOS v.14 and above



Additional Requirements for Any Configuration

In addition to the above, AssetWorks also recommends SHERMAN procure the following:

- An appropriate number of printers
- AssetWorks recommends 19" monitors to take better advantage of the FleetFocus screen and window capabilities.

Customers are responsible for any site preparation or construction or communications or cabling infrastructure. This is mainly for customers implementing projects with additional hardware such as for KeyValet, FuelFocus, etc. If this is the case, further scope will be listed later in the statement of work or supporting AssetWorks Product documentation surrounding those requirements and is available upon request.

WBS A.1.3 Software Installation Services

Database and applications

As part of going SaaS with AssetWorks, we will create the non-production and production FleetFocus environments as well as a reporting environment. AssetWorks Customer Care will work with the AssetWorks Project Manager to schedule the installations and provide updates accordingly for project schedule purposes.

Once installed, the URL and login information to the production and non-production system will be provided to SHERMAN. It is recommended, when possible, that SHERMAN have separate workstations and/or tablets for technicians to login to the system to maximize the efficiency of capturing real-time labor and avoid the delays in updating work orders with notes, labor, etc. that would come with shared computers. All workstation and browser recommendations are contained within product documentation and can be provided on request. A chart is listed below, however that is subject to change with new releases and updates from the AssetWorks Product Management team.

SHERMAN will also be provided with the details of the reporting instance's connection information.

During the project "Initiation" phase, AssetWorks will install the latest FleetFocus release available at the time of installation. Past releases are noted in the supported "Browser Version" chart below as these are considered "supported" at the time the SOW was created. Based on project duration, SHERMAN should expect to potentially upgrade an additional time before go-live, due to newer features or fixes available within the software branch installed. AssetWorks Professional Services and or Customer Care team will advise on the recommended version prior to the final testing and go live phase of the project.



Operating Systems & Browsers

Operating Systems & Browsers

Operating Systems

Supported for use of Graphical User Interface (GUI)

	64-bit Windows 8.1	64-bit Windows 10	64-bit Windows 11
20.1.x	X	X	
21.0.x		X	
21.1.x		X	
22.0.x		X	
22.1.x		X	X
23.0.x		X	X

Graphical User Interface Network Protocol Support

All network protocols supporting TCP/IP

Browser Versions

Supported for use of Web Modules on both Desktop and Tablet Operating Systems

	Edge Chromium**	Chrome**
20.1.x	X	X
21.0.x	X	X
21.1.x	X	X
22.0.x	X	X
22.1.x	X	X
23.0.x	X	X

Primary certifications performed in Windows-based desktop operating system environments. Other supported operating systems or platforms may have specific limitations per-device based on hardware or software.

** There is a known issue in checkboxes in Enterprise Portal with Tablet browsing on these browser versions.

Tablet / Mobile specification recommendations

- Screen Size: minimum specifications are 8" for EDGE and 5" for SmartApps
- Supported Mobile Browsers: Chrome and Safari (Microsoft EDGE is not supported for mobile)
- Supported Mobile OS: Android v.9 and above Apple iOS v.14 and above

Deliverables for Software Installation Services

- Installation of AssetWorks software in a production and non-production environment
- Provide URL and system administrator access to the production and non-production environment
- Reporting database connection information for use with the Crystal report writer license



WBS A.2.0 Discovery

WBS A.2.1 Current State Discovery – “Day in the Life”

Current State Questionnaires & System Overview

Shortly after the project kick off meeting, AssetWorks will send to SHERMAN a series of current state questionnaires for SHERMAN to fill out and return to AssetWorks. These questionnaires cover topics such as asset management, work order management, materials management, motor pool (if licensed), fuel and financial tracking and billing.

Once returned, AssetWorks will schedule sessions to review these with the customer and ask further questions. These documents are critical to understanding SHERMAN’s daily operations, key drivers and project expectations and serves as the baseline for completing the system design and setup consulting sessions.

AssetWorks will also conduct, post kick-off meeting, a short “Day in the Life” overview session of the basic portals for work management solutions and user-role based workflows commonly used in a maintenance organization to assist in the facilitation of change management for the core project team to the FleetFocus system.



<CUSTOMER>

Understanding the Financial Tracking and Billing "As-Is"

General Questions

1. Describe the staff currently involved in the financial tracking process. Please include any accounting staff and any fleet staff and their responsibilities.

Respondent(s):	
Answer:	
2. Are transactions tied to a General Ledger (GL)? What system is used for GL tracking?

Respondent(s):	
Answer:	
3. Is there an interface involved from any system (Fleet, Access database, etc.) to the financial system for GL transactions?

Respondent(s):	
Answer:	
4. Are there approval/review processes in place that are followed before the GL transactions are processed?

Respondent(s):	
Answer:	
5. What determines what GL will be used for the type transaction? Does each equipment have its own GL account tied to it or is some other method of accounting used to identify maintenance costs?

Respondent(s):	
Answer:	
6. Provide an example of the GL account structure.

Respondent(s):	
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WBS A.3.0 Design**WBS A.3.1 System Design Services****System Design & Setup Consulting**

After the discovery session, AssetWorks will lead system setup sessions to complete the coding conventions for equipment numbering, equipment classes, repair codes, PM schedules, PM parameters, PM checklists, and other items. AssetWorks will also review the setup for all the modules being implemented as part of this project.

SHERMAN's preparation for this engagement includes the assimilation and distribution of relevant inventory, purchasing, operations, and maintenance data prior to the meeting. The goal for these meetings is to achieve at least 90% of the standard coding schemes and business practices required for system roll-out. The coding schemes listed on the agenda will be defined based on best practices with AssetWorks making recommendations as we better understand SHERMAN's standards (e.g., tasks (6-9 digit), work accomplished codes, condition ratings, position, etc.) and with maintenance classes like NAFA or AWP.

One of the strategies for success during this project that AssetWorks uses is to actively utilize the FleetFocus Starter Database. The AssetWorks Professional Services team has jointly architected this based on the experience of hundreds of past deployments and it is consistently refined each product release to be optimized for an asset maintenance organization. It contains many industry-standard coding schemas, user groups with baseline security setup, best practice workflow settings and pre-configured portals designed for SHERMAN to review and make modifications to versus creating brand new coding structures.

This approach ensures that customers get up and running more quickly and allows for a greater engagement on making informed decisions and facilitates stronger change management to new processes as workflows can be quickly demonstrated. The starter database will be installed in the Production and Test environment with the test version containing sample assets, classes, parts, etc. This is intentional so that post each setup session a customer can login to practice and learn the system allowing for an easier transition time to the new application and processes along the way. AssetWorks has found to create a stronger user adoption for the core project team who then extend that knowledge more easily down to the end users at go live.

Deliverables for System Setup Consulting Services

- Conduct multiple remote sessions (12 setup sessions) to review core codes, starter database and discuss initial workflow design conversations; services are fulfilled at the conclusion of the sessions with the understanding additional follow-up is to occur during the System Configuration Services phase.

System Setup Session Topics by User Role – see Application Design Guide for topic breakdown		
Session #	FleetFocus System Setup Meeting	Customer User Role(s)
1	FleetFocus Application Overview & New User Orientation	Core Project Team
2	Organization Structure	Core Project Team Program Office Manager Finance Manager



3	Application Security & Equipment Management - Part 1	Core Project Team Asset Manager IT / Network Administrator
4	Equipment Management - Part 2	Core Project Team Asset Manager Program Office Manager
5	Work Management – Part 1	Core Project Team Supervisor Lead / Technician Lead
6	CHECKPOINT – Progress Review	Core Project Team
7	Work Management – Part 2	Core Project Team Supervisor Lead / Technician Lead
8	Warranty & Fuel	Core Project Team Fuel Manager Warranty Administrator
9	Materials Management	Core Project Team Storekeeper Lead
10	Purchasing	Core Project Team Storekeeper Lead
11	Financial Tracking	Core Project Team Finance Manager
12	Portals and Options	Core Project Team

Finalize data definition and workflows

AssetWorks will advise the SHERMAN Project Team on how to setup and configure FleetFocus. However, the configuration of the application is ultimately the responsibility of SHERMAN.

SHERMAN will take “action items” from the System Set-up Consulting sessions to finalize the definition of all relevant FleetFocus data elements and work processes, including maintenance, parts management, procurement, and other job functions. SHERMAN’s deliverable for this task is to complete documentation of SHERMAN’s definitions for all applicable FleetFocus data elements. This deliverable is a critical prerequisite to the configuration of the system. AssetWorks will work with SHERMAN to prepare this documentation. It is recommended to work on these items as soon as possible following setup overview sessions to ensure a more complete comprehension of the material being covered.

During the data definition process, SHERMAN will also be asked to start collecting certain data as the items are covered during the system setup consulting sessions. This data may be converted and loaded to the application based on the project timeline in conjunction with the other setup tasks for the various modules licensed.

AssetWorks will also work with SHERMAN team to configure FleetFocus per the discussed workflow in the system setup consulting sessions. This configuration will build on the setup defined with SHERMAN core team and will focus on specific decisions, such as location options, department settings, etc. SHERMAN will be required to perform setup tasks as assigned by AssetWorks.



WBS A.4.0 Build

WBS A.4.1 System Configuration Services

Configure and Review Pre-Setup Starter Database Modules and Portals

AssetWorks will review settings to setup desired workflow and provide an orientation for the following modules:

- Enterprise Portal – The Enterprise Portal module is a web-based alternate end user interface to the base application logic. The module provides a familiar look-and-feel to grid and tabs, function buttons, and screen menus, while removing the need for a client-side (GUI) installation. Users have access to all the same screens and functions as through a GUI but now access the screens through a standard web browser. It is primarily used for application setup and system administration management of AssetWorks FleetFocus in complement to the Shop Activity web portals.
- Shop Activity Module – The Shop Activity module manages workflow driven portals for activity happening in a shop or out in the field and with an external customer.
 - Work Management Module - The Shop Activity Work Management Portal is designed to provide supervisors with access to all the screens and functions required during their workday. Supervisors can use the portal to do the following: view and assign work, view current status of employees on the shop floor, view equipment repair history, service requests, and messages, request or post parts for work orders, create and update test results related to work orders, complete PM checklists for PM and inspection services, enter complaint, cause, and correction detail for repairs performed, add comments and notes to work orders, create new work orders, create new service requests, and assign employees to existing work orders.
 - Technician Module - The Shop Activity Technician Portal is designed to provide technicians with access to all the screens and functions required during their workday. Technicians can use the portal to do the following: view work assigned to them, log on and off of tasks, view equipment repair history, service requests, and messages, request or post parts for work orders and view status of past requests and postings, add comments and notes to work orders, create and update test results related to work orders, complete PM checklists for PM and inspection services, enter complaint, cause, and correction detail for repairs performed, create new work orders, manage service requests, and print work orders.
 - Storekeeper Module - The Shop Activity Storekeeper Portal is designed to provide storekeepers with access to all the screens and functions required during their workday. Storekeepers can use the portal to perform the following functions: manage part requests or requisitions, order parts, and create new parts.
 - Service Request Module - The Service Request Portal is designed for deploying and displaying Service Request entries. It gives your organization the option to relieve the burden on shops or call centers that record requests from employees and operators for asset maintenance or vehicle service by allowing individuals to log the requests themselves. Using the kiosk feature eliminates the need for each operator to have a login for entering and displaying vehicle service requests.
 - Notification Module – The Notifications module provides instant alerts of important information and scenarios for better communication and tracking. A collection of out-of-the-box notification scenarios are provided. AssetWorks will assist in the configuration of up to three “out of the box” notifications for customer use. This module is included in base FleetFocus.
 - Ad Hoc Query Module - The Ad Hoc Query Module provides secure ad hoc query capabilities. It allows users to build their own queries, format the display of the results, export the results, and save queries for future use and sharing with others. AssetWorks will review a sampling (3) of the created, out of the box ad hoc queries. AssetWorks will not create new customer specific custom reports. AssetWorks will show SHERMAN how to adapt one report and in addition, how to setup permissions for reports. This module is included in base FleetFocus.



- Reporting Module – The Reporting Module takes data stored in your database and reformats it into information that can assist in effectively managing operations. At the same time, it opens visibility into your operations by publishing professional reports over a zero-client, browser interface. The Reporting Module will provide standardized reports as well as accessibility to real-time data and report automation using Crystal Reports; training on Crystal Designer is not included and modification of out of the box Crystal reports by AssetWorks is not included in this scope of work.
- KPI/Dashboards Module - The Dashboard Module provides real-time access to your database through easy-to-interpret, out-of-the-box gauges and charts. Dashboard elements provide instant insight into your maintenance key performance indicators via a standard web browser. You may provide access to dashboards to anyone in your organization with an authenticated login, without the need to install any software on their machines. AssetWorks will do a short review of the out of the box standard dashboards included in the Starter Database. Any modifications to those will need to be done by SHERMAN unless project budget supports additional configuration. AssetWorks recommends customers have knowledge of SQL to build Advanced KPIs. AssetWorks does not provide training on SQL and does not build SQL statements for use as Advanced KPIs.
- Customer Access Module – The Customer Access Module is designed to provide maintenance department administrators with an easy to use, browser-based, real-time view into information regarding the vehicles and assets in their departments. It provides a link to enter service requests on vehicles, display assets assigned to the user's department, display open work orders for assets assigned to the user's department, and enter meter readings and usage tickets for assets. Does include PM scheduling.
- MobileFocus Enterprise - MobileFocus is a suite of software applications that allows integration of system applications with mobile devices. This makes the applications portable, enabling employees to access and update data related to work orders, asset meter readings, asset main records, part transactions, PMs and inspections and submit service requests from where the work occurs rather than "tied" to a PC or kiosk. Services for in scope mobile products are listed in WBS A.4.3.
- Billing Module - The Billing Module is designed for review, adjustment and editing of transactions, for the purpose of billing out work order transactions, fuel transactions, end of the month charges, special fees, motor pool usage and more. A short overview will be given on this module. However, there are no services included in this statement of work to set this up as it requires further discussion with the customer to decide if this is needed as part of the implementation. If it is decided that it will be used, a change order will be required.
- MAXQueue Module PLUS - MAXQueue Module PLUS - The AssetWorks API Module licensing (MAXQueue Module PLUS) has been included in the licensing model. Once installed, it will be made accessible with the released API routes included in a generally available (GA) version SHERMAN utilizes for test and production. No development or consulting services are included.

Module system orientation sessions are approximately each 2 hours in length covering one or more of the topics listed above. AssetWorks maintains an "Application Design Guide (ADG)" checklist covering System Setup and various configuration tasks and which also documents business decisions and application setup and configuration decisions for all in scope to be utilized. Utilizing that guide, AssetWorks will schedule sessions with SHERMAN and recommend the types of resources required. An example screenshot of this document is located below.

Application Design Guide (ADG)



AssetWORKS				FleetFocus FA Project Implementation Guide Customer: <INSERT NAME>												
System Setup	Data Load Sequence	Session Number (2.4 Weeks)	Session Number (2.4 Month)	Functional Group	Screen Name	Key/Import	Current Business Process	FleetFocus FA Setup/Decisions	Assignment Detail	Use Starter Database Values? (As-Is, Modify, Remove, No Values)	Example Data in Starter Database? (Y/N)	Assignment Status	Responsible Resource	Baseline Due Date	Current Due Date	Data Load Import Template Number
1	16	1	1	Organization Structure	Locations	Key/Import					Y					
2	11	1	1	Organization Structure	Addresses	Key/Import				No Values	N					
3	13	1	1	Organization Structure	Departments	Import					Y					
4	10	1	1	Organization Structure	Calendars	Key					Y					
5	9	1	1	Organization Structure	Accounts	Import					Y					
6	19	2	4	Organization Structure	Employee - Primary Information	Key/Import				No Values	N					
7	26	2	4	Organization Structure	Operators - Primary Information	Import				No Values	N					

In addition, AssetWorks will consult with SHERMAN to configure the modules to facilitate the workflows for the maintenance and back-office functions. Configuration includes:

- Assigning user groups for specific functions
- Initializing (out of box) notifications to facilitate business processes
- Creating custom menus for specific user groups

Deliverables for System Configuration Services

- Setup configuration completed in the production database
- Production database available to re-fresh (database restore) the non-production database for customer review.
- Overview of all in scope noted modules and setup of those modules with decided workflows and processes from system setup consulting sessions.

WBS A.4.2 Data Conversion Services

Data Conversion Overview

AssetWorks will provide an overview session on the data conversion process and how data is to be collected and converted by SHERMAN and subsequently what is to be loaded by AssetWorks. Data loading tasks occur during the System Design and Configuration Services phases so that the project progresses naturally with items being taught and configured to encourage customer retention and engagement to meet project schedules.

While AssetWorks is the developer of FleetFocus and we understand the application's data structure, SHERMAN is the owner of the data and as such, needs to provide timely input into specific uses of existing data and to resolve any data integrity issues that may occur upload into FleetFocus. The proposed project timeline has limited slack to allow for prolonged analysis or responses.



AssetWorks will identify any data integrity issues and provide a report log to assist SHERMAN with resolving errors. Failure to respond to questions regarding the mapping, the use or meaning of data, or to resolve data integrity issues jeopardizes the project timeline by delaying AssetWorks ability to complete the conversion. AssetWorks is not responsible for delays caused by waiting for SHERMAN response or resolution to data issues. If AssetWorks must wait for more than three (3) business days for a response from SHERMAN to a data conversion issue or decision request, AssetWorks may issue a change order delaying the start of the go-live deployment.

Data Loading

AssetWorks will provide a training session for data loading for SHERMAN administrators. A user with a solid understanding of Microsoft Excel will likely be able to grasp this tool and process very quickly. SHERMAN staff will use the AssetWorks Data Loader tool to load its data into FleetFocus. Data loading tasks occur during the System Design and Configuration Services phases so that the project progresses naturally with items being taught and configured to encourage customer retention and engagement to meet project schedules.

Assist with Data Loads for Equipment, Parts, and Summary Cost History

SHERMAN will extract the agreed-upon data from its current systems and files (paper, PDFs, XLS, etc.) where it stores data to be converted. AssetWorks will consult with SHERMAN on data “scrubbing” or “cleansing” legacy SHERMAN data but will not be responsible for the final cleansed data. SHERMAN will be responsible for populating FleetFocus with approved and “clean” SHERMAN data.

AssetWorks will provide Microsoft Excel™ templates to assist in loading data into FleetFocus. SHERMAN will convert only the data that maps into FleetFocus. Data that does not map into FleetFocus will not be converted. Further, only data elements that can be entered on a FleetFocus screen are part of this conversion. SHERMAN, with assistance from AssetWorks, will use FleetFocus’ data loading processing feature to load the data on these screens.

SHERMAN will provide the data in the properly formatted spreadsheets (per AssetWorks’ specification) for loading into FleetFocus. AssetWorks makes the following assumptions about the data from SHERMAN’s legacy system(s):

- The data files to be loaded into FleetFocus will be text-based flat files with one row of data per asset or per part.
- AssetWorks will not provide services to manipulate or move data from SHERMAN data in files or on paper into AssetWorks provided data templates.
- SHERMAN will provide the data to load into in the format of the data load files provided.
- SHERMAN will provide each test data file and each production data file in the same format.
- SHERMAN will use default values for any data element that FleetFocus requires that is not in the data file.
- AssetWorks will convert only master equipment records, parts (part master, part location and vendor part) records and summary cost history (summed totals of data by year and month) records. Additional data will be required to load or manually key in to support system deployment. This data will be loaded by SHERMAN with AssetWorks guidance and assistance. This process is discussed further below.
- AssetWorks will load a maximum of 600 fleet active assets as well as defined active components; active defined as the ability to write a work order for the asset or component.
- AssetWorks will load a maximum of 2 inventory locations with a maximum of 15,000 parts per inventory location. AssetWorks will review the 2 inventory location’s data prior to load for data integrity purposes to ensure it supports application functionality however, the customer is responsible for the accuracy of the data



such as descriptions, part numbers and prior to go live. After the initial 2 inventory locations are loaded, AssetWorks will train the customer on how to load additional inventory locations.

- AssetWorks will convert only these fields for summary cost history:
 - Fuel Quantity and Cost
 - Alternative Fuel and Cost
 - Repair Labor
 - Repair Parts
 - Repair Commercial Labor
 - Repair Commercial Parts
 - PM Labor
 - PM Parts
 - PM Commercial Labor
 - PM Commercial Parts
 - Meter Readings
 - Equipment Downtime hours
 - Fixed Monthly Costs – broken out to 7 fields
- AssetWorks will not provide services to load historical work order detail.
- AssetWorks will provide services for assets to load the current meter, next PM due date and last meter PM performed information as part of this scope of work, shortly before going live.
- AssetWorks will provide services for parts to load the current unit price and current quantity on hand as part of this scope of work, shortly before going live.
- AssetWorks will not provide services to convert current open or historical purchase order or receipt detail from a legacy system.
- AssetWorks will not bring over detailed fuel transactions from a legacy system(s).
- AssetWorks will assist in the form of troubleshooting errors in data load runs and providing direction in the mapping of legacy data elements to FleetFocus fields.
- The customer will be responsible for ensuring all data loads were loaded fully into the application and AssetWorks will assist in training on how to verify this using the application and various out of the box reports or ad hoc queries as required.
- All data loads by AssetWorks indicates a one-time load. After initial load data is to be updated manually in the FleetFocus system by the customer for incremental changes up to go live and cutover into a Production system. These data loads are typically done towards the end of the project and shortly before testing, training and go live to minimize any manual updates that might need to be done.
- There will be other data required to load as part of the project such as accounts, departments, operators, equipment classes, etc. and these will be loaded by SHERMAN but with guidance from AssetWorks and after receiving data loader training from AssetWorks. This will help to ensure SHERMAN continues to learn the system and how the data loading process occurs for future system maintenance and updates.
- All SHERMAN data loads are to be reviewed by AssetWorks to ensure data is optimal before being loaded to the Production system before the go live cutover, even if SHERMAN is loading the data.
- AssetWorks will execute the data conversion process with the prepared data to populate the pre-production database. Once all necessary data items have been loaded to allow for sufficient application testing, the pre-production instance will be imported/restored into a non-production (test) environment for review. This process is done in full as an override of the database, not as a delta of incremental changes.



- SHERMAN will utilize the data conversion process such that all assets will be in a single production FleetFocus™ database. Additional database requirements will require a change order.

Conversion of Specific Data

AssetWorks and SHERMAN will jointly resolve issues arising out of the data translation, including codes (if any) to be changed. AssetWorks will help SHERMAN finalize the data mapping and identify the sources for each data element. SHERMAN will be responsible for mapping old codes into new codes (i.e., translating) within the data set to be converted. All converted data must map to an existing data field in FleetFocus and adhere to the validation of that field and the overall FleetFocus application, as all data loaded goes through the application interface or authorized tool to ensure data integrity in the customer's new system.

Data Conversion Testing and Validation

After AssetWorks and SHERMAN have jointly documented the data mapping and data load process, SHERMAN will test the results from the data extractions. This process will require involvement from SHERMAN Information Technology personnel supporting the existing systems.

Deliverables for Data Conversion Services

- One-time load of Fleet Equipment and Component data (adheres to limits listed above)
- One-time load of Parts Inventory data (adheres to limits listed above)
- One-time load of Summary Cost History (adheres to limits listed above)
- Delivery of data load training to customer system administration staff.

WBS A.4.3 Technical Services

Configure Fueling System Import

To provide a very straightforward and flexible solution, AssetWorks proposes that SHERMAN use FleetFocus' Automated Fuel Systems screen to define its fuel import. The base application includes this screen, with which end users can create fuel import definitions for use with the Automated Fuel Tickets screen. Using this screen, SHERMAN could build its own import for processing fuel transactions from its 3rd party fuel system. This process does require a manual step to import the file. The file must be located on and run from the application server; this can be done with a mapped drive to the user's local desktop or a shared folder. It is the responsibility of SHERMAN to setup up the mapping of a local drive or permissions for the user to access the application server to run the file or if the customer is installed on AssetWorks' servers than they will need to use the FTP credentials and locations provided by AssetWorks to place the fuel file for upload.

AssetWorks will assist SHERMAN in defining one (1) fuel import from the 3rd party fuel system using FleetFocus' fueling system import feature. SHERMAN will provide AssetWorks a sample fuel file with appropriate data layout definition documentation for the fuel system's data file. The files shall be fixed width or comma separated.

The below fields are available for import to the Automated Fuel Ticket screen in FleetFocus. Many of these fields use validated lists which must be populated by SHERMAN. The data in the import file must match the data available in FleetFocus. This process does not allow for data translation, for example, translating differing fuel types between the 3rd party system and FleetFocus.



- Equipment Identifier
- Date/Time
- Account ID
- Employee ID
- Site/Pump/Tank ID
- Product ID
- Reversal Indicator (must be Y or N)
- Transaction Code (for limiting the type of transaction to be processed)
- State/Province (hardcoded list)
- Vendor ID
- Meter 1/2 readings
- Fuel or Fluid Quantity
- Fuel or Fluid Price (or Fuel or Fluid Total Cost)
- Miscellaneous Cost (ex: car wash)

Deliverables for Configure Fueling System Import

- Setup one 3rd party fueling system in the FleetFocus Automated Fuel Screen as a template in both production and non-production.
- Run in a test file in the non-production setup and confirm any necessary changes for production.
- Costs for these services are fixed and do not include applicable taxes. Milestones are to be billed with the amounts noted and described in the milestone schedule of this SOW.

Existing FleetFocus Integrations and Initiatives

AssetWorks will provide services to implement the following existing FleetFocus integrations. Services are to include setup in FleetFocus, installation of the integration, configuration in MAXQueue (proprietary middleware), testing in a non-production environment and rollout in a production environment. The following existing integrations have been included:

Existing Integration / Initiative Name	Functional Description
Telematics Cloud Integration	AssetWorks Telematics Cloud Integration Scope and Assumptions • AssetWorks will provide professional services to install and configure the Telematics Cloud integration to FleetFocus for a single provider on the approved list of GPS/AVL providers integrating to FleetFocus. The module and integration assume usage of all FleetFocus settings out of the box and utilizes functionality built within supported versions, as noted in AssetWorks product documentation. • Data is limited to meters, diagnostics and faults, and “last location” data. • AssetWorks is not responsible for providing, maintaining, or advising on any GPS/AVL provider specific terms/conditions and/or functionality, login access, etc. • Where applicable, standard training materials will be utilized; scope does not include customized training materials. • Training is delivered as “train the trainer” for system administrators; end user training is not included unless otherwise noted.



Existing Integration / Initiative Name	Functional Description
	- Customer may be required to upgrade if new features are available for the module that are considered necessary for the project success. - Customer will be responsible for working with the AssetWorks' Professional Services to move the module into a production environment. - Costs for these services are fixed and do not include applicable taxes. Milestones are to be billed with the amounts noted and described in the milestone schedule of this SOW.
MobileFocus SmartApps	MobileFocus SmartApps Scope - AssetWorks will provide services to install SmartApps and perform base FleetFocus configuration to support up to one (1) app used by the customer as well as test the configuration. - The Inspections App will provide for one "test results" setup and be conducted as a train the trainer for the Customer to complete any additional test results needed. - The Dashboard App can be utilized to show dashboards created in FleetFocus. AssetWorks recommends customers have knowledge of SQL to build Advanced KPIs as part of this quote. AssetWorks does not provide training on SQL and does not build SQL statements for use as Advanced KPIs. - All end users must have a FleetFocus user account (password required on user account) created with an attached operator account. - SmartApps supports the SSO methods per AssetWorks Product documentation per version. - Where applicable, standard training materials will be utilized; scope does not include customized training materials. - Training is delivered as "train the trainer" for system administrators; end user training is not included unless otherwise noted. - Customer may be required to upgrade if new features are available for the module that are considered necessary for the project success. - Customer will be responsible for working with the AssetWorks' Professional Services to move the module into a production environment. - Costs for these services are fixed and do not include applicable taxes. Milestones are to be billed with the amounts noted and described in the milestone schedule of this SOW.
MobileFocus EDGE	MobileFocus EDGE Scope - AssetWorks will provide remote services to install Mobile Focus EDGE (EDGE) and perform base FleetFocus configuration to support only the EDGE Technician portal. The module assumes usage of all EDGE settings out of the box and utilizes functionality built within supported versions, as noted in EDGE product documentation. - After training and configuration sessions are complete, the customer will finalize the setup in FleetFocus and is responsible for loading all data required for project success.



Existing Integration / Initiative Name	Functional Description
	- Assumes fleet assets are setup in FleetFocus and ready for configuration to support EDGE functionality. EDGE supports the SSO methods per AssetWorks Product documentation per version. MobileFocus Assumptions - Where applicable, standard training materials will be utilized; scope does not include customized training materials. - Training is delivered as “train the trainer” for system administrators; end user training is not included unless otherwise noted. - Customer may be required to upgrade if new features are available for the module that are considered necessary for the project success. - Customer will be responsible for working with the AssetWorks’ Professional Services to move the module into a production environment. - Costs for these services are fixed and do not include applicable taxes. Milestones are to be billed with the amounts noted and described in the milestone schedule of this SOW.

WBS A.5.0 Train & Test

WBS A.5.1 Pre-Training Testing Services

Provide Standard Test Plan

AssetWorks will first provide its standard FleetFocus test plan. SHERMAN is responsible for any changes to the test plan. The test plan will consist of but not be limited to the following functional and data validation test cases:

- Add and modify asset information
- Add and modify parts primary information
- Open a repair work order and a work PM order for an equipment unit
- Charge labor to the work orders and verify the charges of hours and costs
- Issue inventory parts to the work orders and verify the charges of quantity and cost as well as proper inventory relief
- Charge commercial charges to the work orders and verify the charges of labor and parts
- Close the repair and PM orders
- Verify work order charges (labor, parts and/or commercial services)
- Adjust parts inventory both upward and downward
- Click on and generate a standard Crystal reports
- Verify a sample of asset master records
- Verify a sample of part master records

Provide Pre-Testing Application Training Workshop

AssetWorks will conduct a Pre-testing Application Training Workshop for customer system administrators, core project team members and key system users (SME's) in various application functions. The goal of this session is to



walk the customer through the standard test plan and how to utilize it. It will also cover how to navigate the system and overall system application terms and definitions. The SHERMAN Project Manager will be responsible for having the appropriate key personnel from each functional area available for the training sessions.

Testing Methodology

AssetWorks organizes its user testing into functional groups and works with SHERMAN to identify the appropriate internal group to participate in testing for their designated functional group(s). Prior to the testing session, AssetWorks will verify the security and access control functions for User Groups with SHERMAN. Each group will work through all test cases for a functional group in a single session and document the results. At the end of the testing session, all results are to be submitted to AssetWorks to review with SHERMAN.

If a test case was unable to be completed, the cause will be determined, whether it is further training and/or additional configuration needed. If the failed result is not related to training or configuration, it will be submitted to AssetWorks Customer Care to be reviewed and resolved or passed to AssetWorks Product Management for further analysis. Depending on those results, it may require the customer to either upgrade immediately or in a future release and/or decide if the item is critical for the initial go live phase. The core SHERMAN project team will make this decision with AssetWorks acting in an advisory role.

The test cases will be repeated until all cases are documented as passed, by each designated group at SHERMAN for each relevant functional group as determined by project needs. Note that a project team may opt to not elect to use all core system functionality for the initial project launch. As such, the group will discuss, document, and agree to remove specific test cases in this event from the standard test plan.

Custom interfaces, existing product add-ons (initiatives) and custom reports and enhancements will require testing. That testing occurs within the configuration and training aspects of those tasks and are detailed in the WBS A.4.3 section of the SOW.

All core functional groups are listed below but not limited to these example topics in associated testing areas:

1. Purchasing - replenishment, purchase orders, receipts
2. Asset Management - campaign/recalls, adding/modify equipment
3. Work Management - work orders, service requests, logging time, part requests
4. Materials Management - issuing parts, adding parts, inventory counts, inventory transfers

Testing Document Example:





Add and Modify Equipment Primary Information The following tests will all be performed in the Enterprise Portal Screens				
Test #	Test & Expected Result	Pass/ Fail	Comments	Tester
1	Add and Modify Equipment Primary records Add records - Click Screens - Search for Fleet Equipment, Component or Stationary Equipment - Click New icon - Enter the following required fields: - Basic Info - Equipment ID - Basic Info - Model year - Basic Info - Manufacturer ID - Basic Info - Model ID - Basic Info - Equipment type - Basic Info - Description - Basic Info - Serial number - Meter Info - Equipment class for meter types - Classes - Equipment class for: Maintenance - Classes - Equipment class for: PM Program - Classes - Equipment class for: Standards - Classes - Equipment class for: Rental rates - Classes - Equipment class for: Resources - Classes - Asset category ID - Locations - Location type: Assigned PM - Locations - Location type: Assigned Repair - Assignments - Department ID - Assignments - Department to notify for PM - Accounts - Account ID for Assignment/WO (depends on option) - Status - Life cycle status code ID - Authorization - Work orders (set to Y as needed) - Authorization - Usage tickets (set to Y as needed) - Authorization - Fuel tickets (set to Y as needed)			

Support System Test Plan Execution

AssetWorks will support the core SHERMAN team as they test the FleetFocus system features to display the converted data in the test environment, according to the above standard test plan and methodology. The objective is to be able to run through the various testing scenarios, validate the data and system configuration, identify areas for adjustments, and facilitate retesting where needed.

This test plan will be executed according to the schedule agreed upon by SHERMAN and AssetWorks during the project. AssetWorks will provide remote support for system testing for up to 12 hours. SHERMAN will perform and document the test results within 30 days of receiving the standard test scripts.

Deliverables for Testing Services

- Deliver FleetFocus out of the box user test scripts to the customer
- Support the customer with questions as customer performs and documents test results

WBS A.5.2 Training Services

The training will be role-based and will differ for trainees from the various organizational and functional areas. Each SHERMAN trainee will have the basic skills in the overall use of FleetFocus and strong knowledge of how to use the application in his or her specific job function or area of expertise. The deliverables will not include remedial training for computer skills or any computer-based training.



Training Overview

AssetWorks will provide up to 40 hours of training prep, system administration training and training in the configured base application and add-on modules for the roll-out of FleetFocus (according to the project plan). Hours noted include preparation time for the instructor as well as with the customer in advance of training sessions. Training assumes train-the-trainer approach completed one time for all groups. The max class size is ten (10) participants. If the size of the organization is smaller and meets this class size for sessions such as technical, supervisor and storekeeper, direct end user training will be utilized over a train the trainer approach. This will be a discussion required prior to training between the AssetWorks Project Manager and the SHERMAN Project Manager.

This assumes that SHERMAN's training facility has enough workstations for these training sessions. All training will be held at one central location or remotely as determined by the final agenda and project needs. The topics and workflows included in the training will be those finalized by SHERMAN team during the system setup and follow-up tasks. However, SHERMAN should remain especially sensitive to necessary last-minute procedural changes or clarifications based on trainee feedback.

AssetWorks recommends that SHERMAN schedules their go-live rollout and deploys no more than two weeks after the completion of training for maximum retention of application knowledge.

Training Preparation

AssetWorks will provide its standard training plan, standard training materials and begin scheduling and planning for the training. SHERMAN is authorized to tailor the standard training materials to apply branding and match workflows specific to SHERMAN. AssetWorks training materials assume all users are familiar with a Windows environment; the AssetWorks training will not include any Windows or remedial computer training.

The training will cover work order functions; parts and labor posting functions; and other common features and transactions. The topics and workflows included in the training will be those finalized by SHERMAN team during the system setup and follow-up tasks. Any deviations in the defined and agreed upon workflow will cause delays and added costs to the training.

AssetWorks will provide a master electronic version for SHERMAN Project Manager. SHERMAN will produce and provide copies (across all roles) of the final training materials for use during the training sessions. SHERMAN will be authorized to reproduce and use any training materials for ongoing training within SHERMAN.

Training "Sample" Schedule and Typical User Role Participation

Class ID	Class Name	Date	Time	Participants
FF101	Work Management Portal - Part 1	Day 1	8:00 am – 12:00 pm	Supervisor Service Writer Fleet Manager Admin Office
FF102	Work Management Portal - Part 2	Day 1	1:00 pm – 5:00 pm	Supervisor Service Writer



				Fleet Manager Admin Office
FF103	Technician Portal	Day 2	8:00 am – 12:00 pm	Technician Supervisor Fleet Manager
FF103	Technician Portal (*offered twice to ensure daily operations are properly maintained)	Day 2	1:00 pm – 5:00 pm	Technician Supervisor Fleet Manager
FF104	Storekeeper Portal	Day 3	8:00 am – 12:00 pm	Storekeeper Fleet Manager Admin Office
FF105	Enterprise Purchasing and Inventory Management	Day 3	1:00 pm – 5:00 pm	Storekeeper Fleet Manager Admin Office
FF106	Customer Access & Service Request Portals	Day 4	8:00 am – 10:00 pm	Fleet Manager Admin Office
FF107	Fleet Administrator and Equipment Management	Day 4	10:00 am – 12:00 pm	Supervisor Fleet Manager Admin Office
FF108	Reporting Portal	Day 4	1:00 pm – 3:00 pm	IT Fleet Manager Admin Office
FF109	Ad Hoc Query Portal	Day 4	3:00 pm – 5:00 pm	IT Fleet Manager Admin Office
FF110	Application Administrator	Remote	4 hours	IT Fleet Manager Admin Office

Training Courses

FF101 - Work Management Portal – Part 1

In this course, participants will learn how to use the FleetFocus Work Management portal to manage the daily operations within the maintenance areas. In hands-on exercises, participants will practice creating repair and PM work orders, directing employee assignments, accessing equipment work order history, managing service requests, generating shop schedules and multi-unit work orders, and executing reports. Training will cover the areas below and additional areas necessary to answer questions regarding shop operations.

- Work Management Portal overview
- Gadgets & Layout options
- Work Orders – Repair
- Equipment Due for PM/Inspection
- Work Orders – PM
- Work Order assignment



- Work Orders – Posting Charges (*after the fact*)
- Work Orders – Reviewing Charges
- Work Orders – Finishing/Closing
- Work Orders – Printing
- Work Order Summary
- Commercial Charges
- Parts Requests

FF102 - Work Management Portal – Part 2

In this course, participants will learn how to use the FleetFocus Work Management portal to manage the daily operations within the maintenance areas. In hands-on exercises, participants will practice creating repair and PM work orders, directing employee assignments, accessing equipment work order history, managing service requests, generating shop schedules and multi-unit work orders, and executing reports. Training will cover the areas below and additional areas necessary to answer questions regarding shop operations.

- Review of Maintenance Coding structures
 - PM class codes
 - PM checklist items
 - Task codes, etc.
- Filtering in the Work Management Portal
- Using the Asset Viewer
- Shop Calendar
- Employee Management
- Time Sheets
- Historical Costs
- Service Requests/Defects
- Generating Work Management Portal reports
- Work Order – Multi-unit (*as needed*)

FF103 - Technician Portal

In this course, participants will learn how to use the FleetFocus Technician portal as a maintenance tool to manage tasks they perform on a day-to-basis. In hands-on exercises, participants will practice accessing the system, clocking in and out, viewing work status and assignments, managing individual time reporting, posting time to work order tasks, changing/adding tasks to work orders, requesting parts, completing PM checklists, and creating service requests.

- Technician Portal overview
- Review of Critical Coding structures
 - Task codes
 - Work Accomplished Codes
 - Work Delay Codes
 - Priority Codes
- Technician Portal – Work Orders
 - Clock in and out
 - Using the Asset Viewer
 - View work status and assignments



- Job on and off tasks (*real-time*)
 - View work order history
 - Find existing work orders
 - Putting work orders in delay
 - Work Order Main page and action buttons
 - Modify tasks
 - Request parts and commercial services
 - Add notes to work orders and tasks
 - Search for existing work orders
 - Work order postings (*after the fact*)
 - Complete PM checklist items (*as needed*)
 - Finish work order
 - View personal daily timesheet
 - Generating technical portal reports
- Technician Portal – Indirect time tracking

FF104 - Storekeeper Portal

In this course, participants will learn how to use the FleetFocus Storekeeper Portal as a tool to manage part transactions coming from the shop daily. In hands-on exercises, participants will practice issuing parts, cancelling part requests, creating new parts, ordering parts on a requisition or purchase order, receiving parts, and returning parts to stock and a vendor.

- Enterprise Portal
 - System Operation & Navigation
 - Using the Filter to Search for Data
 - Part Primary
 - Part Location
 - Vendor/Part Information
- Storekeeper Portal
 - Overview
 - Part request management
 - Part request detail
 - Set Notify flag
 - Issue parts
 - Ordering from part requests
 - Purchase order management
 - Updating purchase orders
 - Creating purchase orders
 - Line-item overview
 - Receiving parts
 - Deleting lines on a purchase order
 - Returning parts to a vendor
 - Creating a new part



- Editing an existing part
- Direct Issues
- Generating Storekeeper Portal reports

FF105 - Enterprise Purchasing and Inventory Management

In this course, participants will learn how to use FleetFocus to manage more complex areas of inventory management including enterprise purchasing setup, enterprise purchasing flows and replenishment management and inventory counts.

- Enterprise Purchasing Workflow
- Enterprise Purchasing codes
- Enterprise Portal
 - Inventory Replenishment
 - Cross References
 - Vendor Contracts
 - Historical Costs
 - Inventory Counts
- Generating Enterprise Purchasing reports

FF106 - Customer Access and Service Request Portals

In this course, participants will learn the basics of the FleetFocus Customer Access and the Service Request module. This module is used for end users outside of the asset maintenance operation to view equipment, update operators on assets, view open work orders on assets by department and enter in meter readings, service requests and usage tickets.

- View Assets
- Run Asset report
- Update Operators
- View Work Orders
- Run Work Orders report
- Enter Meter Readings
- Enter Service Requests
- Enter Usage Tickets

FF107 - Fleet Administrator and Equipment Management

In this course, participants will learn how to use FleetFocus for managing the master equipment records, defining technical specifications/subsystems and recording fuel information. In hands-on exercises, participants will practice entering new assets, entering, and updating subsystems and properties information, campaign management, accident tracking, and posting fuel records.

- Intro to FleetFocus
 - Enterprise Portal introduction
 - System Operation & Navigation
 - Using the Filter to Search for Data
- Fleet Equipment – Adding & Disposing assets



- Component - Adding/Disposing assets
- Component Relationships
- Assignment History
- Subsystems and Parts / Equipment Attributes
- Accident tracking
- Multi-Unit Projects & Recall Campaigns
- Historical Costs
- Equipment Renumbering
- Equipment Warranty
- Meter Readings – Assignments – Usage
- Fuel Management
 - Setting up assets for fueling
 - Internal Fuel Tickets
 - External Fuel Tickets
 - Automated Fuel Tickets
 - Generating Equipment Management reports

FF108 - Reporting Portal

In this course, participants will learn the basics of reporting in the FleetFocus system. It will cover both how to run existing Crystal reports, add them to favorites, set filters, and schedule them. This training does not cover creating or modifying out of the box Crystal reports or any SQL language queries.

- Running Crystal Reports
- Scheduling Reports
- Exporting Reports

FF109 - Ad Hoc Query Portal

In this course, participants will learn the basics of reporting in the FleetFocus system. This session will cover the basics of the FleetFocus Ad Hoc Query module that allows an end user to create simple queries of data from the system. AssetWorks will review a sampling (3) of the created, out of the box ad hoc queries. AssetWorks will not create new customer specific custom reports during the class.

- Running Ad Hoc Reports
- Building Ad Hoc Reports

FF110 - Application Administrator

In this course, participants will learn the basics of managing the FleetFocus system from an application administrator perspective. It will cover adding and deactivating users, creating user groups, setting up UI controls, applying screen rights and viewing logs, setting up portals and general system admin rights as well as many other features.

- Admin Mode
 - UI Controls
 - Bulk Edit
- Control Rights
- Screen Rights
- Report Rights



- User Security
 - Options
 - Users
 - User Groups
- Employee & Operator – adding and disabling
- Table Management
- End of Period
- Activity Log
- Web Administration
 - Confirm Version
 - Health Check
 - System Logs
 - View Database Model
 - Adding and managing tabs / module types
 - Quick Links
 - Welcome
 - Announcements
 - Events
 - Contacts
- Web Modules Configuration
 - Web Module - Gadgets & Layout options (i.e., Work Management Portal, etc.)
 - Asset Profiles
- MAXQueue Designer Overview (*optional – pending project requirements*)

SHERMAN will identify at least one “key user” on each shift to closely support the cutover, particularly after the training concludes. This individual will be responsible for answering initial end user questions and, most importantly, implementing subsequent changes or alterations to the documented procedures. AssetWorks recommends that these “key users” be those that attended the core team training sessions described above.

Deliverables for Training Services

- Deliver FleetFocus standard training agenda
- Deliver FleetFocus electronic standard training material; not customized
- Deliver FleetFocus training classes
 - FF101 - Work Management Portal – Part 1
 - FF102 – Work Management Portal – Part 2
 - FF103 – Technician Portal
 - FF104 – Storekeeper Portal
 - FF105 – Enterprise Purchasing and Inventory Management
 - FF106 – Customer Access and Service Request Portals
 - FF107 – Fleet Administrator and Equipment Management
 - FF108 – Reporting Portal
 - FF109 – Ad Hoc Query Portal
 - FF110 – Application Administrator



WBS A.6.0 Deployment

WBS A.6.1 Prepare for Cutover

AssetWorks will work with SHERMAN to stage and prepare the system roll-out/cutover. This includes final validation of system readiness and sign off by SHERMAN acknowledging that the go-live is approved to proceed. AssetWorks will work with SHERMAN to document the specific cut-over steps and transition operations within the new system utilizing a standard go-live checklist to verify that all items have been completed. It is anticipated that there will be one (1) production roll-out.

WBS A.6.2 Production Cut Over

SHERMAN will commence “live” operations using FleetFocus. AssetWorks staff will provide up to 48 hours of go live preparation, onsite and remote “go live” assistance for SHERMAN operation. This step is critical to success.

During the go-live week, AssetWorks and SHERMAN project team that received “train-the-trainer” training will provide refresher training and assistance on the shop floor, parts room, and back-office staff to ensure a smooth transition. AssetWorks will also work with the System Administrator and Subject Matter Experts to provide escalated level technical and application support and to troubleshoot any issues related to data integrity and application setup and configuration. AssetWorks will document any issues that occur during the go-live, and where issues are related to the planned production deployment, provide follow-up support to the SHERMAN system administrators and project team.

During the initial deployment period, AssetWorks will provide support during normal working hours. When possible and agreed, AssetWorks will provide support to multiple shifts on a given day (e.g., by covering the last four hours of one shift and the first four hours of a second shift).

AssetWorks will remain closely involved during this very critical period. AssetWorks will have one (1) resource onsite for the go live week. During the second week, AssetWorks will be available remotely on an as-needed basis to answer questions and make sure the cut-over is progressing well. Of course, additional onsite and off-site support and new development and/or items not part of the original production deployment plan is available to SHERMAN under a separate Statement of Work.

After this first week of go live AssetWorks will begin to transition SHERMAN to our Customer Care department for follow up support and ticket management.

AssetWorks will also provide a sixty-day (60) onsite post go live check-in for the Professional Services team to assist in areas of follow-up and further training required. The post go live check-in will take place over the course of up to three (3) days onsite to ensure adoption of the new system. SHERMAN can be transitioned to Customer Care and still utilize these Professional Services to refine and smooth out new processes in the months after going-live with an Implementation Consultant.

Of course, ongoing onsite and off-site support is available to SHERMAN under a separate Statement of Work should SHERMAN require more assistance. AssetWorks recommends yearly refresher training engagements with Professional Services to ensure SHERMAN is utilizing the system properly and for the full potential preferred by SHERMAN.

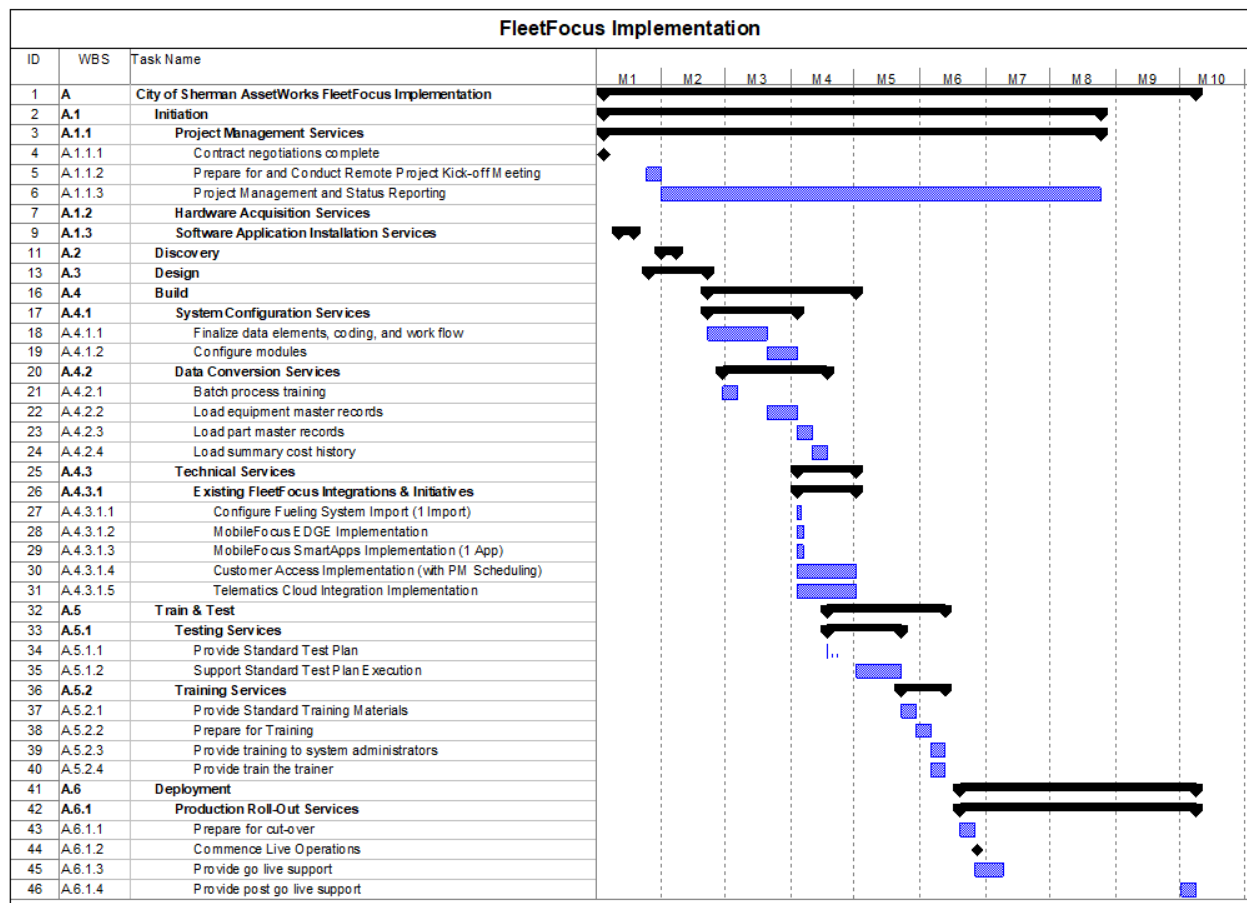


Deliverables for Deployment Services

- Customer begins use of FleetFocus in a live production operation
- Production rollout support for up to 48 hours
- Post go live support for up to 28 hours

FleetFocus Preliminary Schedule

AssetWorks proposes the following schedule to accomplish the tasks described below. This schedule is subject to change and dependent upon individual conditions and circumstances encountered during the project. AssetWorks will work with SHERMAN's project team during project kick-off to finalize the project schedule, which might extend or reduce the timeline below. Services marked as "Optional" are not included in the project schedule. If later elected, the schedule will be updated after the project kick-off by the assigned AssetWorks project manager to determine the proposed timeline with the new selection of products and services.

**Project Initiation Timeline**

Below is an outline of what to expect following an executed contract with AssetWorks for a FleetFocus project. Named AssetWorks resources are assigned after contract execution.



- Project assigned to an AssetWorks Project Manager – within one week after contract execution
- Installation of initiated - within one week after contract execution; earlier when possible.
- Project hand off call between AssetWorks Account Manager, SHERMAN and AssetWorks Project Manager – within two weeks of PM assignment
- Project kick off meeting scheduled between AssetWorks Project Manager, Implementation Consultant and SHERMAN - within two weeks after project hand off call.
- Initial system setup meeting between Implementation Consultant and SHERMAN - within two weeks after project kick-off meeting or at a time mutually agreed upon by both parties.
- All other project execution activities follow the system setup sessions and will be provided between the project plan and the Project Implementation Guide managed by AssetWorks.

FleetFocus Milestone Schedule

Professional services other than custom interfaces, enhancements and existing integrations/initiatives will be provided on a **Time & Materials** basis. Any custom interfaces, enhancements, existing integrations/initiatives and other modules as noted above will be provided on a **Fixed Fee** basis with specific milestone amounts and adheres to the milestone schedule listed below.

Milestone #	Category/ Product	Milestone Name	Milestone Amount
Milestone 1	SaaS	One Time SaaS Environment and Reporting Database Setup Fee	\$10,639.80 USD
Milestone 2	Fuel	Configure One Fueling System Import	\$1,728.96 USD
Milestone 3	MobileFocus	Deliver EDGE Training	\$3,457.92 USD
Milestone 4	MobileFocus	Deliver SmartApps Training	\$2,593.44 USD
Milestone 5	Customer Access	Customer Access Module with PM Scheduling Installed in Production Environment	\$6,915.84 USD
Milestone 6	Telematics Cloud	Telematics Cloud Integration Installed in Production Environment	\$6,915.84 USD

FleetFocus Optional Services

Any items listed as optional in the AssetWorks Order Form and not noted in the above Statement of Work can be added upon request. A full scope, deliverables, pricing and timeline will be appended into this SOW and presented back to the customer for review and prior to any final contract signatures.

FleetFocus Standard Assumptions

The following general assumptions apply to this proposal:

General

- Professional services other than custom interfaces, enhancements and existing integrations/initiatives and other modules will be provided on a **Time & Materials** basis.
- Any custom interfaces, enhancements, existing integrations/initiatives and other modules as noted above will be provided on a **Fixed Fee** basis with specific milestone amounts and adheres to the milestone schedule listed above.
- All professional services delivered will be invoiced at the beginning of each month following their delivery.



- For all time and materials work provided in this Scope of Work as noted above, a signed change order and/or other legally approved amendment must be provided from the customer in order to proceed with the billing of additional costs not contained in this scope of work. The only exception being travel costs as that is variable and travel is provided as an estimate.
- Any onsite services provided are done so as a minimum of three (3) days onsite and require a minimum of eight (8) hours a day to be billed by an AssetWorks' resource or four (4) hours if the resource is available for an additional half day.
- This Statement of Work assumes the customer is properly licensed/subscribed for the necessary module(s) to utilize any areas which require licensing/subscription as part of the delivery of professional services and custom development services.
- Only the modules identified in the accompanying agreement and also specifically noted in this Statement of Work are to be implemented.
- Modules and/or product enhancement services purchased after implementation has begun will require a change order or separate statement of work for services related to installation, setup, configuration and training.
- All modules and product functionality to be delivered as part of this Statement of Work assumes out of the box usage of FleetFocus. Out of the box usage assumes implementation is limited to only fields and functionality available in FleetFocus at the time of implementation and that implementation adheres to the FleetFocus data type and field length for all available fields, unless noted otherwise.
- Where applicable, standard training materials will be utilized; scope does not include customized training materials.
- Travel expenses will be reimbursed as incurred. Expenses include actual costs for lodging, air, and ground travel and per diem rates for meal expenses (corporate rate/government agreement).
- This Statement of Work does not include any costs associated with third party vendors or software not already provided by AssetWorks that may be needed to complete the implementation.
- AssetWorks is the author, owner, distributor and sole source provider of fleet management software, professional services and maintenance services for the FleetFocus™ family of products which includes FleetFocus, FASuite, CAM, AssetWorks EAM, M5, MCMS, FuelFocus, M4 and FleetFocus™. Use of software products is subject to applicable license and restrictions.
- If this order is abandoned/paused by SHERMAN for any reason mid-effort, SHERMAN will be billed for all AssetWorks time incurred at the current contracted labor rate.

Customer Resources

- All functional and operational groups who will be using and/or impacted by the new system should participate in all the sessions which will be conducted once. Repeating previously run sessions may require a change order for additional project budget.
- SHERMAN will provide the resources described in this Statement of Work to ensure a successful implementation of the products.
- SHERMAN will appoint a single point of contact for the duration of the project. This person should have project management responsibilities and decision-making authority. This person will be the focal point of contact for AssetWorks' Customer Support department.
- All key SHERMAN project team resources will be committed to the project as of the project start date.
- SHERMAN commits to training appropriate functional and technical resources as required.
- SHERMAN is responsible for all manual data entry.



- SHERMAN will have all of the necessary and appropriate personnel at all of the meetings for the purpose of defining the requirements of the system. If additional meetings are required to repeat discussions due to the unavailability of SHERMAN resources, additional cost will be invoiced.
- AssetWorks will provide onsite training to SHERMAN (as outlined above) in a classroom environment suitable for training. AssetWorks recommends class size to not exceed 10 users to ensure proper attention can be given to individual users and maintain the needed pace to ensure training sessions are completed in a timely manner consistent with the training schedule. If training is proposed as all remote, then web conferencing tools will be used in place but the customer is still encouraged to not exceed 10 users to allow for effective training.
- SHERMAN will be responsible for preparing the training facility. The training facility should include hardware comparable to that found in the actual work place. Some end-user training can take directly in the storerooms or on the shop
- All training sessions will be based on standard application training materials. SHERMAN will be responsible for customizing training materials to meet its implementation requirements.
- SHERMAN will make appropriate technical resources available to AssetWorks' consultants.
- In the event that SHERMAN schedules on-site services and due to circumstances within SHERMAN's control AssetWorks' scheduled personnel are unable to perform such services, AssetWorks will be entitled to payment for each such scheduled personnel on the basis of an 8-hour day.
- AssetWorks will need assistance from SHERMAN to coordinate training and roll-out schedules, communications with field personnel and setting up training sites.

Infrastructure

- SHERMAN will provide a project work area and infrastructure at the centralized implementation location appropriate for the size of the combined SHERMAN/AssetWorks project team. This infrastructure should include desks, chairs, telephones, and workstations with network access to printers and to the applications and implementation databases.
- AssetWorks' consulting estimates do not include installation and/or configuration of any computer hardware and peripheral equipment.
- SHERMAN will be responsible for installing and configuring computer hardware and peripheral equipment such as printers and bar code equipment (if applicable).
- SHERMAN is responsible for providing browser access to the FleetFocus™ application.
- SHERMAN is responsible for providing and maintaining TCP/IP connectivity with sufficient bandwidth from all user workstations to the FleetFocus™ servers.
- SHERMAN will receive all standard, out-of-the-box reports with the purchase of the reporting module; the reporting module leverages the Crystal Reports Server OEM Edition license. A non-production and production reporting environment will be available.
- SHERMAN will utilize a single production FleetFocus™ database. A test database instance will also be implemented.
- The following information technology services are not included in this Statement of Work: network connections; telecommunications network(s); operating system, network and database administration; disaster recovery planning; the acquisition, installation, testing and tuning of any required hardware, operating software, peripherals and communications infrastructure.

Project Management and Risk Factors

- SHERMAN and AssetWorks will agree on scope, services, and deliverables for optional modules and services prior to the Notice to Proceed.
- SHERMAN project manager will be responsible for obtaining any required authorizations, approvals and/or signoffs by SHERMAN related to project deliverables and project progression in a timeframe in



alignment with the project work plan. Delays to this process as well as any SHERMAN tasks not completed within the work plan timeframe will be subject to the Change Order Management process, delayed deadlines, and increased services fees.

- This Statement of Work does not include the expenses associated with SHERMAN or SHERMAN resources assigned to the project.
- SHERMAN remains responsible for all integration effort not described in this Statement of Work
- The project schedule is contingent upon the timely attainment of several external milestones that are outside the control of AssetWorks. Examples include but are not limited to the acquisition of the requisite software licenses and hardware and the approval of requisite capital appropriation requests as required.
- Circumstances may necessitate changes to the tasks and/or time estimates, at which time AssetWorks and SHERMAN will discuss these changes in good faith at their earliest opportunity.
- This proposed Statement of Work includes implementation support for only those optional modules, interfaces, and modifications listed in the task list. Any change to the proposed Statement of Work, particularly the implementation services, data conversion, interfaces, and application modifications, will be documented and follow the same procedures for new enhancements or change orders.
- Unless otherwise noted, all integration, enhancement and report development effort quoted in this proposed Statement of Work are an estimate based on AssetWorks' experience providing similar services for other clients based on our current understanding of the requirements. AssetWorks will develop a detailed Development Specification for all services before proceeding with any development.
- This Statement of Work includes services to determine SHERMAN's requirements and preparing the development specifications and quotes for only those development items identified in this Statement of Work. Any requirement analysis and specification work for additional items not identified in this Statement of Work would be done on a time and materials basis.

Project Delays

- When Professional Service days are contracted, they are removed from AssetWorks' capacity and considered sold to the customer, and as a result AssetWorks makes financial plans based upon the revenues it expects to achieve from the full performance of the contract. It is impossible for AssetWorks to know in advance whether or under what circumstances it would be able to resell the service days if the customer does not use them, either as the result of delaying or canceling meetings, tasks or deliverables. In most instances, when customers do not use the contracted time, AssetWorks is unable to resell those days or services. Even when days or services may be resold, it is costly to re-market the services, and such efforts divert effort to do so. While customer days have been held out of AssetWorks' capacity planning, AssetWorks may have turned away or delayed the start of other customers in order to meet AssetWorks' commitment to the customer. For these reasons, AssetWorks and the customer agree that in the event of delay or cancellation of scheduled project tasks and meetings at the customer's request within two weeks of execution, AssetWorks shall be due compensation equal to the contracted amount to deliver the services cancelled including any travel expenses incurred in preparation for the delayed or cancelled services.

Technical Services / Interfaces

Custom Reports Standard Terms

- All custom reports require a licensed and installed Reporting Module in a non-production and production environment for reports to be run from the FleetFocus web portal.
- If AssetWorks is contracted to make modifications to a customer created report and identifies areas with incorrect design and/or data, AssetWorks will notify the customer immediately. If the customer requires AssetWorks to resolve the issue, it will require a change order.



- Customer is responsible for working with AssetWorks' Professional Services to provide their business process and identify specific system data mapping/elements requirements for the purposes of developing an approved functional and technical specifications for AssetWorks' Development to proceed with building a custom report.

Product Enhancements Standard Terms

- For all product enhancements, full and final design details will be determined by AssetWorks Product Management during the internal scoping process and discussed with the customer. Exact naming conventions and fields are subject to change upon creation of the specification document and final design by AssetWorks.
- For all product enhancements, if the quoted design details are requested to change, all other noted scope and assumptions are negated and a re-quote or change order will be required.
- All enhancement services must be re-quoted and AssetWorks reserves the right to adjust the quoted delivery version and standard delivery timeline, if not signed with 30 days of delivery of the quote or earlier if noted above.

Custom Notifications Standard Terms

- The custom notification(s) assume usage of all FleetFocus settings out of the box, no additional rules outside of standard application logic are to be used such as advanced lookups or data transformations unless noted above in the scope and assumptions.
- Notification(s) is quoted for only supported versions and only for a specific version if noted above in the scope and assumptions.
- This notification(s) will be delivered in a future release if specified above or a custom package for customer's current version, as determined by AssetWorks during development phase. Notifications are quoted for only supported versions and assumed logic is quoted utilizing the latest major build release.
- All custom notification(s) require a licensed and installed MAXQueue Integration Module in a non-production and production environment.

Custom Interfaces Standard Terms

- The custom interface(s) assumes usage of all FleetFocus settings out of the box, no additional rules outside of standard application logic are to be used such as advanced lookups or data transformations unless noted above in the scope and assumptions.
- Interface is quoted for supported versions and only for a specific version if noted above in the scope and assumptions.
- The interface will be delivered in a future release if specified above or a custom package for customer's current version, as determined by AssetWorks during the development phase. Interfaces are quoted for supported versions and assumed logic is quoted utilizing the latest major build release. If a version of the interface is requested to be delivered that is lower than the version noted in the approved specification, it will require a change order.
- The customer must ensure their non-production system version matches the production system version until final interface testing is complete. Otherwise, a change order may be required to ensure the interface is compatible to a prior version.
- Interface errors or rejects will be sent to the MAXQueue error handler to review/reprocess. Customer is responsible for the management of errors/rejects; standard error processing rules and logic of FleetFocus will apply.



- Customer is responsible for any errors outside of FleetFocus from any external system, and these will not be processed through FleetFocus.
- Unless noted above in the specified interface scope and assumptions, all custom interfaces quoted only allow for all errors to be directed to a single MAXQueue error portal for review and re-processing. If as an example, multiple groups within an organization need to see separate errors based on variable criteria or by their group in different MAXQueue error portals, it would be considered a change request.
- Customer is responsible for working with AssetWorks' Professional Services to provide their business process, provide relevant files, web services schemas, coordinate FTP file transfers and identify the external system data mapping/elements requirements (i.e., web services, XML, APIs, etc.) for functional and technical specification(s) creation, development and/or quality assurance purposes.
- Customer is responsible for building the other side of the interface(s) for the external system(s) to push and pull data based on the direction specified as part of the interface; customer is also responsible for resolving any firewall issues related to accepting or sending data on their side.
- If using web services or APIs, the customer must provide a fully maintained web service and API from the external system. The interface assumes the 3rd party technology is available within the FleetFocus standards to be able to access these methods and services. The customer's system must be capable of providing AssetWorks with the proper services and/or connections so that FleetFocus can distinguish data updates such as "INSERT" and "UPDATE" data and send items using triggers rather than timers. FleetFocus will process each change in this method specified, as it is received. FleetFocus assumes no call backs from 3rd party system web services or APIs that require additional data transformations unless otherwise noted in the scope.
- If the integration is scoped to accept attachment transfers, the customer must send one file per transaction and must send them in the FleetFocus supported format.
- All custom interface(s) require a licensed and installed MAXQueue Integration Module in a non-production and production environment.

Custom Deliverable(s) Standard Terms

- This quote assumes customer is properly licensed for necessary module(s) to utilize any areas which require licensing.
- All custom deliverable(s) (interfaces, reports, enhancements and/or notifications) or changes to out of the box reports and/or notifications assumes that only fields, screens, and tables currently available within FleetFocus are available to be sent and all fields utilized adhere to the FleetFocus data type and field length of the specific field, unless noted above in the scope and assumptions of this Statement of Work.
- All technical services must be re-quoted and AssetWorks reserves the right to adjust the quoted delivery version and standard delivery timeline, if not signed with 60 days of delivery of the quote or earlier if noted above.
- Core software features are not eligible for patch back or delivery cycle outside of standard release unless an adjusted delivery cycle is expressly specified in this document. Customers must upgrade to a new major version to receive and test these features.
- Development delivery timelines will be set upon signature of the specification by the customer; these dates will be coordinated as part of the project plan once specifications are signed.
- For AssetWorks to begin development, a customer approved custom deliverable specification(s) with data mapping to the FleetFocus database must be reviewed, approved, and signed by the customer; this includes any iterations after the initial approval.
- Signed functional and technical specification(s) take precedence on all design and development.



- Approval of all functional and technical specifications are required by the customer within 30 days of delivery by AssetWorks or AssetWorks reserves the right to adjust the delivery version and delivery timeline, unless otherwise noted.
- Testing is the customer's responsibility and expected to be completed within 30 days of delivery of the custom deliverable(s) by AssetWorks, unless otherwise noted. If the custom deliverable(s) is a product enhancement, the Customer will be required to complete testing in the first available version containing the product enhancement, including an early delivery release if made available.
- All services will be performed remotely using web teleconferencing, unless otherwise noted.
- Non-production and production are required to be on a generally available (GA) release and the supported version(s) per assumptions noted above for custom deliverable(s).
- Customer may be required to upgrade, if FleetFocus business logic changes in future releases that impacts the dependencies for the custom deliverable(s). Upgrade services for FleetFocus are not included, unless otherwise noted.
- If customer changes their database type after signing design specifications a change order will be required.
- If a customer's internal systems (i.e., ERP) require any additional analysis, configuration and/or development to support the proposed custom deliverable(s), AssetWorks assumes the customer will provide internal resources to immediately resolve any work and/or process resolution needed to support the agreed upon project timeline. If AssetWorks is required to assist, a change order will be necessary.
- Customer will make appropriate technical resources available to AssetWorks' consultants and have all of the necessary and appropriate personnel at meetings for the purpose of defining the requirements of the system and project.
- Customer will appoint a single point of contact for the duration of the project. This person should have project management responsibilities and decision-making authority. This person will be the focal point of contact for AssetWorks' Professional Services and Customer Care team.
- AssetWorks assumes customer utilizes an internal system administrator to maintain all aspects of FleetFocus configuration, user training and system administrator duties including the setup of all FleetFocus data (customer responsibility) as required to support this custom deliverable(s).
- Customer will be responsible for working with AssetWorks' Professional Services and Customer Care teams to move the custom deliverable(s) into a production environment. Sign-off is required to move the custom deliverable from test to production and a secondary sign-off is required once in production for Customer Care to support the custom deliverable. As enhancements are delivered in a general release, there is no sign-off process to put them in a production environment.
- Annual maintenance for quoted custom deliverable(s) is billed upon delivery of the item(s) as defined the scope.
- The customer must maintain an active non-production environment that is configured and available for testing of all custom deliverables prior to the testing phase of a project.

Logistical and Scheduling Support

AssetWorks will need assistance from SHERMAN to coordinate training and roll-out schedules, communications with field personnel and setting up training sites.

Procedures for Handling Change Orders

If there is a change to the scope, or additional requirements to the project, these will be documented in the project change log, and the AssetWorks PM will review these potential changes with the SHERMAN Project



Manager to determine the need and priority for the change. If the change is something that will be required, then the next determination would be who will be responsible for executing the change, if the change will result in a change of scope requiring additional support or effort from AssetWorks a formal change order request will be developed and provided to SHERMAN for review and approval to be added to the scope of work. Any changes to the scope of work will be reflected in the project decision log and will result in updates to the project scope of work, schedule, and budget, including the addition of any additional milestones. Only after all parties agree on the need for the change, and the plan for integrating the change into the overall implementation project plan, would AssetWorks begin work on this change.

Confidentiality

This proposed Statement of Work (SOW) contains CONFIDENTIAL INFORMATION of AssetWorks Inc. In consideration of the receipt of this document, SHERMAN agrees to not reproduce or disclose this information except to SHERMAN employees directly involved on a "Need to Know" basis.

SOW Signature Block

CITY OF SHERMAN Authorized Representative:			
Signature:		Date:	
AssetWorks Authorized Representative:			
Signature:		Date:	



AGREEMENT FOR ASSETWORKS INC. SOFTWARE SERVICES

The **City of Sherman, Texas**, a home-rule municipality ("City"), and **AssetWorks Inc.**, a Delaware corporation ("Contractor"), hereby enter into this Agreement for Software as a services ("Agreement"). City and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, Sherman issued a Request for Quote (RFQ) through the U.S. General Service Administration (GSA) Cooperative Purchase Program;

WHEREAS, Contractor submitted a response to the RFQ, attached hereto as Exhibit B and incorporated herein for all purposes ("Statement of Work");

WHEREAS, the parties acknowledge and agree that all of the terms and conditions set forth in the GSA Contract #: GS-35F-317GA¹ ("GSA Contract") are not applicable to this Agreement and the Parties desire to modify and supplement the terms and conditions applicable to this purchase;

WHEREAS, based on Contractor's representations in response to the RFQ, including those representations set forth in the Statement of Work, City has selected Contractor to provide the services described in the Statement of Work 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, equipment, supplies and deliverables that are described in the Statement of Work to achieve the objectives on the terms and conditions set forth in the Agreement Documents (as defined below), and shall furnish access to FleetFocus SaaS and all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified on Contractor's Order Form Q-13371-3 pursuant to the terms and conditions of the Agreement Documents (collectively, "Services").

2. Term.

The initial term of the Agreement shall be for a period of one (1) year, commencing on the Effective Date (hereinafter defined) of this Agreement. City shall have the option to extend this Agreement for two (2) additional terms of one (1) year each on the same terms and conditions of this Agreement by giving Contractor written notice of its intent to extend ninety (90) days prior to the expiration of the then-current one (1) year term.

The parties agree that the continuation of this Agreement after the close of any given fiscal year of City, which closes on September 30th of each calendar year, shall be subject to City Council approval. In the event that the City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which

¹ available online at:

<https://www.gsaelibrary.gsa.gov/ElibMain/home.dohttp://www.gsaelibrary.%20gsa.gov/ElibMain/contractorInfo.do?contractNumber=GS-35F-317GA&contractorName=ASSETWORKS+INC&executeQuery=YES>

Commented [A1]: The response to RFQ included a Statement of Work and a QUOTE. Attached SOW does not include all of the pricing. This reference needs to be inclusive of the Quote (i.e. Order Form)

Please see insertion at page 53 and 54



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.

3. Compensation.

In exchange for Contractor's performance of the Services in accordance with the Agreement Documents, City agrees to pay Contractor in accordance with the Contractor's Order Form attached as Addendum A to the Master Subscription Agreement (Exhibit B). To the extent the terms of the Agreement Documents conflict with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, as amended ("Chapter 2251"); or Subchapter I of Chapter 271 of the Texas Local Government Code, as amended ("Chapter 271"); the terms of Chapter 2251, Chapter 271 and the Agreement Documents shall control in that order to the extent required by such laws.

City shall pay Contractor within thirty (30) days of receipt of each invoice without deduction, withholding, or offset, unless supporting receipts or other supporting documentation have been requested by City, in which case City shall pay the invoice as soon after receiving the supporting receipts or documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case City shall pay the undisputed amount of the invoice within thirty (30) days of receipt and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable.

- 3.1 Suspension for Nonpayment. Without limiting AssetWorks' (i.e. Contractor's) other rights and remedies, AssetWorks may suspend or terminate access to the Service: (a) if Customer's (i.e. City's) account becomes delinquent and is not cured within ten (10) days of notice of nonpayment of undisputed fees; or (b) if AssetWorks reasonably concludes that Customer's actions are not consistent with the requirements of this Agreement or may subject AssetWorks or a third party to potential liability.

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. GSA Contract;
- B. AssetWorks Statement of Work and Order Form (Quote), attached hereto as Exhibit B;
- C. Master Software Services Agreement, attached hereto as Exhibit C;
- D. City's Insurance Requirements, attached hereto as Exhibit D;
- E. Affidavit of No Prohibited Interested, attached hereto as Exhibit E; and
- F. Conflict of Interest Questionnaire, attached hereto as Exhibit F.

Commented [A2]: Please see insertion at page 53 and 54



This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit B, Exhibit C, Exhibit D, Exhibit E and Exhibit F are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit D, Exhibit E, Exhibit F, Exhibit C and Exhibit B shall prevail in that order.

Commented [A3]: agreed

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified in City's Insurance Requirements, attached hereto as Exhibit C and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to City. Contractor also shall comply with all other requirements set forth in Exhibit C.

7. No Prohibited Interest; Vendor Disclosure.

Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the City Charter. Contractor shall execute and deliver to City the Affidavit of No Prohibited Interest, attached hereto as Exhibit D and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit E and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

8. Indemnity.

CONTRACTOR HEREBY SHALL DEFEND AND INDEMNIFY A 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, REAL OR TANGIBLE PROPERTY DAMAGES, LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS,



LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES IN EACH CASE FINALLY AWARDED DUE TO A THIRD-PARTY CLAIM THAT DIRECTLY 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 GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN BREACH OF THIS AGREEMENT EXCEPT TO THE EXTENT 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.

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 DEFENSE COUNSEL WITHOUT UNDUE DELAY 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 IN THE AMOUNT FINALLY AWARDED.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR UP TO SIX (6) MONTHS

UNLESS PROHIBITED BY APPLICABLE LAW, CUSTOMER SHALL INDEMNIFY AND DEFEND ASSETWORKS AGAINST ANY CLAIMS RELATED IN ANY WAY TO EXCLUDED DATA OR OTHERWISE ARISING OUT OF CUSTOMER'S IMPROPER UTILIZATION OF THE SERVICE. "EXCLUDED DATA" MEANS PAYMENT CARD INDUSTRY (PCI) OR SIMILAR REGULATED FINANCIAL INFORMATION; PROTECTED HEALTH INFORMATION (PHE) UNDER HIPAA OR SIMILAR REGULATED MEDICAL INFORMATION OF ANY NATURE; PERSONAL FINANCIAL OR ANY SENSITIVE PERSONAL INFORMATION SUBJECT TO HEIGHTENED PRIVACY AND/OR SECURITY REQUIREMENTS BY LAW, REGULATION, OR APPLICABLE THIRD-PARTY TERMS (E.G., GOVERNMENT ISSUED IDENTIFICATION OR LICENSE NUMBERS, PERSONAL BANK ACCOUNT NUMBERS, PASSPORT OR VISA NUMBERS, CREDIT CARD NUMBERS, SOCIAL SECURITY NUMBERS, PASSWORDS AND SECURITY CREDENTIALS); OR ANY OTHER UNNECESSARY PERSONAL IDENTIFIERS (I.E., ANY INFORMATION CAPABLE OF TRUNCATION, HASHING, OR GREATER MINIMIZATION); AND ANY OTHER



CATEGORIES OF DATA FOR WHICH THE SERVICE IS NOT SUITABLE OR THE INPUT OF WHICH IS UNNECESSARY TO MAKE ORDINARY USE OF THE SERVICE PER THE DOCUMENTATION AND CUSTOMER'S OWN POLICIES AND BEST PRACTICES IN REGARDS TO EXCLUDED DATA.

9. Liability.

To the fullest extent permitted by law, Contractor and City shall respectively be fully and solely responsible and liable for their respective acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services under this Agreement, and for any and all damage to Contractor's equipment and other real or tangible property. Parties assumes no such responsibility or liability on behalf of the other party.

9.1 Aggregate Dollar Cap. CUSTOMER (i.e. CITY) AGREES THAT ASSETWORKS' (i.e. CONTRACTOR'S) CUMULATIVE LIABILITY SHALL NOT EXCEED FEES PAID DURING THE YEAR PRECEDING THE DATE ON WHICH THE LIABILITY AROSE FOR ALL CLAIMS RELATED TO SUCH ORDER.

9.2 Excluded Damages. CUSTOMER AGREES THAT ASSETWORKS SHALL NOT BE LIABLE FOR: (a) LOST PROFITS OR LOSS OF BUSINESS (WHETHER DIRECT OR INDIRECT); (b) SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (SUCH AS LOSS OF: USE, REVENUE, ACTUAL OR ANTICIPATED PROFITS OR SAVINGS, BUSINESS OPPORTUNITIES, DATA, GOODWILL, PRIVACY, REPUTATION); (c) ANY DAMAGES (HOWEVER CALCULATED OR ARISING) WHICH IN THE AGGREGATE EXCEED THE AMOUNT OF FEES PAID TO ASSETWORKS DURING THE YEAR PRECEDING THE DATE ON WHICH THE LIABILITY AROSE; OR (d) ANY CLAIMS WHICH CUSTOMER FAILS TO PRESENT TO ASSETWORKS IN WRITING WITHIN SIX (6) MONTHS AFTER EXPIRATION OR EARLIER TERMINATION OF THIS CONTRACT. THIS SECTION APPLIES: (e) TO THE BENEFIT OF ASSETWORKS' OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, LICENSORS, SUPPLIERS, AND THIRD-PARTY CONTRACTORS, AS WELL AS: (f) TO LIABILITY REGARDLESS THE FORM OF ACTION OR THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, NEGLIGENCE, OR OTHERWISE) EVEN IF ASSETWORKS IS ADVISED IN ADVANCE OF THE POSSIBILITY AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (g) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

9.3 Essential. The Parties' respective responsibilities, warranties, and limitations of liability herein form an essential basis of the Parties' bargain. If applicable law limits the application of the provisions of this section 9 (Liability), Customer acknowledges and agrees that AssetWorks' liability will be limited to: (a) the maximum extent permitted by law; (b) claims presented to AssetWorks principal office in writing within six (6) months of expiration or earlier termination of this Agreement; and (c) claims not waivable.

10. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies applicable to Contractor and its work. Parties shall bear the expense of changes



in law in equitable fashion and shall work together in good faith to make any required updates to this Agreement. 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 Parties observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify City in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

11. Termination.

Parties may terminate this Agreement for breach of any material term or provision of the Agreement Documents if at any time during the term of this Agreement a Party shall breach a material term or otherwise fail to perform in strict accordance with the provisions of the Agreement Documents, then Parties shall have the right to terminate this Agreement if the breaching party does not cure any such default after no less than thirty (30) days written notice thereof which details the alleged breach as well as the specific manner of cure. Any such act shall not be deemed a waiver of any other right or remedy of City.

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

12. Authority to Execute.

Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

13. Assignment.

Neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent. The assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the assignor of its full obligations as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third-party billing.

14. No Waiver of Immunity.

The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set



forth herein.

15. Savings/Severability.

In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

16. Consideration.

This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.

INTENTIONALLY OMITTED.

18. Governing Law; Venue.

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

19. Binding Effect.

This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

20. No Waiver.

Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

21. Headings.

The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

22. Indemnity/Limitation of Liability.

The parties agree that the indemnity and liability provisions set forth herein are conspicuous and the parties have read and understood the same.

23. Notice.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the



addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: AssetWorks Inc.
Attn: Allan Richardson
1001 Old Cassatt Road, Ste. 204
Berwyn, PA 19312
Telephone:

With copy to: AssetWorks Inc.
Attn: Legal Department
1001 Old Cassatt Road, Ste. 204
Berwyn, PA 19312
Email: legal@assetworks.com

If to City, to: City of Sherman
Attn: _____
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: _____
Email: _____

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Email: rpittman@abernathy-law.com

24. Representations.

Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

25. Independent Contractor.

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.



26. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Contractor.
27. Reference to Contractor.
When referring to “Contractor” herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.
28. Reference to City.
When referring to “City” herein, this Agreement shall refer to and be binding upon City, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.
29. Miscellaneous Drafting Provisions.
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
30. Certifications Required by Texas Law.
In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.
31. Multiple Counterparts.
This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

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:

APPROVED AS TO FORM:

Linda Ashby, City Clerk

Ryan D. Pittman, City Attorney

AssetWorks Inc.
a Delaware Corporation

By: _____
Printed Name: _____
Title: _____
Date: _____





Exhibit B

Assetworks FleetFocus FA Statement of Work

Commented [A4]: Please see Order Form (Quote) inserted at page 53 and 54

We could move to here if preferred.

STATEMENT OF WORK

CITY OF SHERMAN

Q-13371-3



**FleetFocus Asset, Inventory and Maintenance Management
Applications
10/02/2024**



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FleetFocus Introduction

AssetWorks is pleased to partner with CITY OF SHERMAN ("SHERMAN") for a successful implementation of the FleetFocus asset and maintenance management application for its Fleet assets. This Statement of Work ("SOW") identifies the tasks required for the implementation of the FleetFocus solution. This SOW is based on AssetWorks' current understanding of the requirements and AssetWorks' previous experience with similar engagements.

AssetWorks recommends SHERMAN use AssetWorks' expertise and consulting resources to ensure a timely and cost-effective implementation. AssetWorks offers a variety of services ranging from workflow re-engineering to general business and technical consulting.

To best facilitate the implementation, AssetWorks urges SHERMAN to formally identify a core team of members from each of the critical business groups who will participate in or be affected by the project implementation. This involvement must come from all parties. This core team should be both technically qualified and knowledgeable of their groups' business practices. These individuals will be responsible for spearheading the system configuration, data mapping, and workflow tasks to ensure a feasible and effective production rollout.

Circumstances may necessitate changes to the tasks and/or time estimates, at which time AssetWorks and SHERMAN will discuss these changes in good faith at their earliest opportunity.

Implementation Approach

In this document, AssetWorks has provided a detailed Statement of Work, which outlines our proposed implementation approach for the initial implementation of the AssetWorks FleetFocus solution for SHERMAN. AssetWorks implementation approach is built around industry and business standards for software implementation and project management. This standards-based approach allows us to focus on implementing the solution and focusing on those aspects of the project that represent the biggest challenges. This flexibility facilitates adjustments to the project implementation to accommodate the nuanced needs of our various customers and has yielded successful implementations for all our current and past customers.

AssetWorks follows a collaborative approach to the implementation effort, engaging SHERMAN staff in each step of the process. This approach is built upon a foundation of knowledge transfer. As we work through the implementation together, SHERMAN staff will become increasingly knowledgeable and experienced with the product, how and why configuration decisions were made, how the data was organized and loaded, and how to manage and execute workflows within the system. In our experience this approach leads to the quicker adoption of the solution by the organizations staff, and results in a much smoother transition from implementation to operations and enables the customer to take full ownership of the solution.

FleetFocus Project Task Descriptions

WBS A.1.0 Initiation

WBS A.1.1 Project Management Services

Project kick-off and planning

AssetWorks will facilitate a remote project kick-off meeting wherein we will review the project timeline, identify roles and responsibilities and discuss status reporting with SHERMAN staff.

AssetWorks recommends SHERMAN appoint a core project team for the implementation stage with representatives from all functional or operational areas of SHERMAN's business. This core group must have the authority and charter



to make appropriate decisions regarding the implementation. The core group representatives should have complete knowledge and familiarity with SHERMAN's operations and objectives. They will form most of the roll-out team later in the project. SHERMAN project team will define their roles and responsibilities and establish project standards and controls.

SHERMAN will appoint a dedicated Project Manager, Subject Matter Project Leads, and supporting personnel from the designated SHERMAN functional and operational areas. SHERMAN Project Manager will lead the overall SHERMAN project team and be responsible for SHERMAN personnel and resources on the project. The Project Leads will be responsible for assisting AssetWorks with the configuration and implementation of FleetFocus and for facilitating decisions among the core maintenance group.

The Project Kick-off Meeting will discuss and review the following topics:



- Project plan tasks and timeline
- Contract deliverables
- Change management procedures
- AssetWorks roles and responsibilities
- Customer roles and responsibilities
- Implementation approach and phases

Project management and oversight

AssetWorks will provide project management and oversight services to execute the project plan. The AssetWorks project manager will coordinate AssetWorks project activities. AssetWorks will provide the following project management services:

- Serve as the main point of contact for SHERMAN Project Manager
- Coordinate of project resources and work so that milestones are met in an efficient manner; tasks will be designed to minimize implementation time and cost while taking into consideration resource and time constraints such as SHERMAN staff availability
- Work with SHERMAN to manage risks throughout the project
- Present progress to SHERMAN Project Manager and/or to SHERMAN Project Sponsors (as required)
- Attend project related meetings as needed to ensure timely resolution to open issues and action items
- Develop project deliverables
- Manage approval/sign-off processes
- Manage action items
- Manage scope control
- Maintain project schedule and scheduled meetings

The AssetWorks Project Manager will ensure that sufficient resources are available to implement the system in accordance with the project requirements. The AssetWorks Project Manager will monitor the project resources to ensure quality delivery of services and that the deliverables are completed in accordance with the project requirements.

AssetWorks will assign a Professional Services Manager to provide additional subject matter expertise, monitor the project resources and budget, and ensure quality delivery of services. The Professional Services Manager is SHERMAN's first escalation point for any issues arising during the project while the Program Manager will provide executive level communication and support.

Deliverables for Project Management Services

- Complete Project Kick Off
- Update to relevant status reports prior to status meetings
- Manage action items, issues and risks
- Facilitate monthly status meetings

SHERMAN is responsible for all deliverables not specifically included above.

WBS A.1.2 Hardware Acquisition

AssetWorks recommends the following hardware configuration and hardware specifications for SHERMAN's implementation. Any recommendations noted in this SOW are subject to change

and defer to FleetFocus product documentation available on AssetWorks' customer site, the Community.

Workstation Specifications**Workstation Recommendations**

- Microsoft Windows Workstation (Laptop or Desktop) with supported Operating System
- and compatible/supported browser.
- Recommended resolution: 1920 x 1080
- Minimum supported resolution: 1024 x 768*
- * Most areas of the web application are certified utilizing a standard resolution of 1920 x 1080. The lower resolution of 1024 x 768 can be utilized in most areas, but pages viewed at this resolution may cause layout inconsistencies or require scrolling to view all areas of a screen. 1000+ Mbps Ethernet NIC

Laser Wedge Scanners

- DataLogic Gryphon
- QuickScan I QM2400
- USB

Label Printers

- Intermec printers supporting the IPL programming language
- All Zebra printers supporting the ZPL and EPL programming languages

Tablet / Mobile specification recommendations

- Screen Size: minimum specifications are 8" for EDGE and 5" for SmartApps
- Supported Mobile Browsers: Chrome and Safari (Microsoft EDGE is not supported for mobile)
- Supported Mobile OS: Android v.9 and above Apple iOS v.14 and above

Additional Requirements for Any Configuration

In addition to the above, AssetWorks also recommends SHERMAN procure the following:

- An appropriate number of printers
- AssetWorks recommends 19" monitors to take better advantage of the FleetFocus screen and window capabilities.

Customers are responsible for any site preparation or construction or communications or cabling infrastructure. This is mainly for customers implementing projects with additional hardware such as for KeyValet, FuelFocus, etc. If this is the case, further scope will be listed later in the statement of work or supporting AssetWorks Product documentation surrounding those requirements and is available upon request.

WBS A.1.3 Software Installation Services**Database and applications**

As part of going SaaS with AssetWorks, we will create the non-production and production FleetFocus environments as well as a reporting environment. AssetWorks Customer Care will work with the AssetWorks Project Manager to schedule the installations and provide updates accordingly for project schedule purposes.

Once installed, the URL and login information to the production and non-production system will be provided to SHERMAN. It is recommended, when possible, that SHERMAN have separate workstations and/or tablets for technicians to login to the system to maximize the efficiency of capturing real-time labor and avoid the delays in updating work orders with notes, labor, etc. that would come with shared computers. All workstation and browser recommendations are contained within product documentation and can be provided on request. A chart is listed below, however that is subject to change with new releases and updates from the AssetWorks Product Management team.

SHERMAN will also be provided with the details of the reporting instance's connection information.

During the project "Initiation" phase, AssetWorks will install the latest FleetFocus release available at the time of installation. Past releases are noted in the supported "Browser Version" chart below as these are considered "supported" at the time the SOW was created. Based on project duration, SHERMAN should expect to potentially upgrade an additional time before go-live, due to newer features or fixes available within the software branch installed. AssetWorks Professional Services and or Customer Care team will advise on the recommended version prior to the final testing and go live phase of the project.

Operating Systems & Browsers

Operating Systems & Browsers**Operating Systems****Supported for use of Graphical User Interface (GUI)**

	64-bit Windows 8.1	64-bit Windows 10	64-bit Windows 11
20.1.x	x	x	
21.0.x		x	
21.1.x		x	
22.0.x		x	
22.1.x		x	x
23.0.x		x	x

Graphical User Interface Network Protocol Support

All network protocols supporting TCP/IP

Browser Versions**Supported for use of Web Modules on both Desktop and Tablet Operating Systems**

	Edge Chromium**	Chrome**
20.1.x	x	x
21.0.x	x	x
21.1.x	x	x
22.0.x	x	x
22.1.x	x	x
23.0.x	x	x

Primary certifications performed in Windows-based desktop operating system environments.
Other supported operating systems or platforms may have specific limitations per-device based on hardware or software.

** There is a known issue in checkboxes in Enterprise Portal with Tablet browsing on these browser versions.

Tablet / Mobile specification recommendations

- Screen Size: minimum specifications are 8" for EDGE and 5" for SmartApps
- Supported Mobile Browsers: Chrome and Safari (Microsoft EDGE is not supported for mobile)
- Supported Mobile OS: Android v.9 and above Apple iOS v.14 and above

Deliverables for Software Installation Services

- Installation of AssetWorks software in a production and non-production environment
- Provide URL and system administrator access to the production and non-production environment
- Reporting database connection information for use with the Crystal report writer license

WBS A.2.0 Discovery**WBS A.2.1 Current State Discovery – “Day in the Life”*****Current State Questionnaires & System Overview***

Shortly after the project kick off meeting, AssetWorks will send to SHERMAN a series of current state questionnaires for SHERMAN to fill out and return to AssetWorks. These questionnaires cover topics such as asset management, work order management, materials management, motor pool (if licensed), fuel and financial tracking and billing.

Once returned, AssetWorks will schedule sessions to review these with the customer and ask further questions. These documents are critical to understanding SHERMAN’s daily operations, key drivers and project expectations and serves as the baseline for completing the system design and setup consulting sessions.

AssetWorks will also conduct, post kick-off meeting, a short “Day in the Life” overview session of the basic portals for work management solutions and user-role based workflows commonly used in a maintenance organization to assist in the facilitation of change management for the core project team to the FleetFocus system.

AssetWORKS

<CUSTOMER>

Understanding the Financial Tracking and Billing "As-Is"

General Questions

- Describe the staff currently involved in the financial tracking process. Please include any accounting staff and any fleet staff and their responsibilities.
 Respondent(s):
 Answer:
- Are transactions tied to a General Ledger (GL)? What system is used for GL tracking?
 Respondent(s):
 Answer:
- Is there an interface involved from any system (Fleet, Access database, etc.) to the financial system for GL transactions?
 Respondent(s):
 Answer:
- Are there approval/review processes in place that are followed before the GL transactions are processed?
 Respondent(s):
 Answer:
- What determines what GL will be used for the type transaction? Does each equipment have its own GL account tied to it or is some other method of accounting used to identify maintenance costs?
 Respondent(s):
 Answer:
- Provide an example of the GL account structure.
 Respondent(s):

WBS A.3.0 Design**WBS A.3.1 System Design Services*****System Design & Setup Consulting***

After the discovery session, AssetWorks will lead system setup sessions to complete the coding conventions for equipment numbering, equipment classes, repair codes, PM schedules, PM parameters, PM checklists, and other items. AssetWorks will also review the setup for all the modules being implemented as part of this project.

SHERMAN's preparation for this engagement includes the assimilation and distribution of relevant inventory, purchasing, operations, and maintenance data prior to the meeting. The goal for these meetings is to achieve at least 90% of the standard coding schemes and business practices required for system roll-out. The coding schemes listed on the agenda will be defined based on best practices with AssetWorks making recommendations as we better understand SHERMAN's standards (e.g., tasks (6-9 digit), work accomplished codes, condition ratings, position, etc.) and with maintenance classes like NAFA or AWP.

One of the strategies for success during this project that AssetWorks uses is to actively utilize the FleetFocus Starter Database. The AssetWorks Professional Services team has jointly architected this based on the experience of hundreds of past deployments and it is consistently refined each product release to be optimized for an asset maintenance organization. It contains many industry-standard coding schemas, user groups with baseline security setup, best practice workflow settings and pre-configured portals designed for SHERMAN to review and make modifications to versus creating brand new coding structures.

This approach ensures that customers get up and running more quickly and allows for a greater engagement on making informed decisions and facilitates stronger change management to new processes as workflows can be quickly demonstrated. The starter database will be installed in the Production and Test environment with the test version containing sample assets, classes, parts, etc. This is intentional so that post each setup session a customer can login to practice and learn the system allowing for an easier transition time to the new application and processes along the way. AssetWorks has found to create a stronger user adoption for the core project team who then extend that knowledge more easily down to the end users at go live.

Deliverables for System Setup Consulting Services

- Conduct multiple remote sessions (12 setup sessions) to review core codes, starter database and discuss initial workflow design conversations; services are fulfilled at the conclusion of the sessions with the understanding additional follow-up is to occur during the System Configuration Services phase.

System Setup Session Topics by User Role – see Application Design Guide for topic breakdown		
Session #	FleetFocus System Setup Meeting	Customer User Role(s)
1	FleetFocus Application Overview & New User Orientation	Core Project Team
2	Organization Structure	Core Project Team Program Office Manager Finance Manager
3	Application Security & Equipment Management - Part 1	Core Project Team Asset Manager IT / Network Administrator
4	Equipment Management - Part 2	Core Project Team Asset Manager Program Office Manager

STATEMENT OF WORK

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5	Work Management – Part 1	Core Project Team Supervisor Lead / Technician Lead
6	CHECKPOINT – Progress Review	Core Project Team
7	Work Management – Part 2	Core Project Team Supervisor Lead / Technician Lead
8	Warranty & Fuel	Core Project Team Fuel Manager Warranty Administrator
9	Materials Management	Core Project Team Storekeeper Lead
10	Purchasing	Core Project Team Storekeeper Lead
11	Financial Tracking	Core Project Team Finance Manager
12	Portals and Options	Core Project Team

Finalize data definition and workflows

AssetWorks will advise the SHERMAN Project Team on how to setup and configure FleetFocus. However, the configuration of the application is ultimately the responsibility of SHERMAN.

SHERMAN will take “action items” from the System Set-up Consulting sessions to finalize the definition of all relevant FleetFocus data elements and work processes, including maintenance, parts management, procurement, and other job functions. SHERMAN’s deliverable for this task is to complete documentation of SHERMAN’s definitions for all applicable FleetFocus data elements. This deliverable is a critical prerequisite to the configuration of the system. AssetWorks will work with SHERMAN to prepare this documentation. It is recommended to work on these items as soon as possible following setup overview sessions to ensure a more complete comprehension of the material being covered.

During the data definition process, SHERMAN will also be asked to start collecting certain data as the items are covered during the system setup consulting sessions. This data may be converted and loaded to the application based on the project timeline in conjunction with the other setup tasks for the various modules licensed.

AssetWorks will also work with SHERMAN team to configure FleetFocus per the discussed workflow in the system setup consulting sessions. This configuration will build on the setup defined with SHERMAN core team and will focus on specific decisions, such as location options, department settings, etc. SHERMAN will be required to perform setup tasks as assigned by AssetWorks.

WBS A.4.0 Build

WBS A.4.1 System Configuration Services

Configure and Review Pre-Setup Starter Database Modules and Portals

AssetWorks will review settings to setup desired workflow and provide an orientation for the following modules:

- **Enterprise Portal** – The Enterprise Portal module is a web-based alternate end user interface to the base application logic. The module provides a familiar look-and-feel to grid and tabs, function buttons, and screen menus, while removing the need for a client-side (GUI) installation. Users have access to all the

same screens and functions as through a GUI but now access the screens through a standard web browser. It is primarily used for application setup and system administration management of AssetWorks FleetFocus in complement to the Shop Activity web portals.

- **Shop Activity Module** – The Shop Activity module manages workflow driven portals for activity happening in a shop or out in the field and with an external customer.
 - **Work Management Module** - The Shop Activity Work Management Portal is designed to provide supervisors with access to all the screens and functions required during their workday. Supervisors can use the portal to do the following: view and assign work, view current status of employees on the shop floor, view equipment repair history, service requests, and messages, request or post parts for work orders, create and update test results related to work orders, complete PM checklists for PM and inspection services, enter complaint, cause, and correction detail for repairs performed, add comments and notes to work orders, create new work orders, create new service requests, and assign employees to existing work orders.
 - **Technician Module** - The Shop Activity Technician Portal is designed to provide technicians with access to all the screens and functions required during their workday. Technicians can use the portal to do the following: view work assigned to them, log on and off of tasks, view equipment repair history, service requests, and messages, request or post parts for work orders and view status of past requests and postings, add comments and notes to work orders, create and update test results related to work orders, complete PM checklists for PM and inspection services, enter complaint, cause, and correction detail for repairs performed, create new work orders, manage service requests, and print work orders.
 - **Storekeeper Module** - The Shop Activity Storekeeper Portal is designed to provide storekeepers with access to all the screens and functions required during their workday. Storekeepers can use the portal to perform the following functions: manage part requests or requisitions, order parts, and create new parts.
 - **Service Request Module** - The Service Request Portal is designed for deploying and displaying Service Request entries. It gives your organization the option to relieve the burden on shops or call centers that record requests from employees and operators for asset maintenance or vehicle service by allowing individuals to log the requests themselves. Using the kiosk feature eliminates the need for each operator to have a login for entering and displaying vehicle service requests.
 - **Notification Module** – The Notifications module provides instant alerts of important information and scenarios for better communication and tracking. A collection of out-of-the-box notification scenarios are provided. AssetWorks will assist in the configuration of up to three “out of the box” notifications for customer use. This module is included in base FleetFocus.
 - **Ad Hoc Query Module** - The Ad Hoc Query Module provides secure ad hoc query capabilities. It allows users to build their own queries, format the display of the results, export the results, and save queries for future use and sharing with others. AssetWorks will review a sampling (3) of the created, out of the box ad hoc queries. AssetWorks will not create new customer specific custom reports. AssetWorks will show SHERMAN how to adapt one report and in addition, how to setup permissions for reports. This module is included in base FleetFocus.
- **Reporting Module** – The Reporting Module takes data stored in your database and reformats it into information that can assist in effectively managing operations. At the same time, it opens visibility into your operations by publishing professional reports over a zero-client, browser interface. The Reporting Module will provide standardized reports as well as accessibility to real-time data and report automation using Crystal Reports; training on Crystal Designer is not included and modification of out of the box Crystal reports by AssetWorks is not included in this scope of work.
- **KPI/Dashboards Module** - The Dashboard Module provides real-time access to your database through easy-to-interpret, out-of-the-box gauges and charts. Dashboard elements provide instant insight into your maintenance key performance indicators via a standard web browser. You may provide access to dashboards to anyone in your organization with an authenticated login, without the need to install any

software on their machines. AssetWorks will do a short review of the out of the box standard dashboards included in the Starter Database. Any modifications to those will need to be done by SHERMAN unless project budget supports additional configuration. AssetWorks recommends customers have knowledge of SQL to build Advanced KPIs. AssetWorks does not provide training on SQL and does not build SQL statements for use as Advanced KPIs.

- Customer Access Module – The Customer Access Module is designed to provide maintenance department administrators with an easy to use, browser-based, real-time view into information regarding the vehicles and assets in their departments. It provides a link to enter service requests on vehicles, display assets assigned to the user's department, display open work orders for assets assigned to the user's department, and enter meter readings and usage tickets for assets. Does include PM scheduling.
- MobileFocus Enterprise - MobileFocus is a suite of software applications that allows integration of system applications with mobile devices. This makes the applications portable, enabling employees to access and update data related to work orders, asset meter readings, asset main records, part transactions, PMs and inspections and submit service requests from where the work occurs rather than "tied" to a PC or kiosk. Services for in scope mobile products are listed in WBS A.4.3.
- Billing Module - The Billing Module is designed for review, adjustment and editing of transactions, for the purpose of billing out work order transactions, fuel transactions, end of the month charges, special fees, motor pool usage and more. A short overview will be given on this module. However, there are no services included in this statement of work to set this up as it requires further discussion with the customer to decide if this is needed as part of the implementation. If it is decided that it will be used, a change order will be required.
- MAXQueue Module PLUS - MAXQueue Module PLUS - The AssetWorks API Module licensing (MAXQueue Module PLUS) has been included in the licensing model. Once installed, it will be made accessible with the released API routes included in a generally available (GA) version SHERMAN utilizes for test and production. No development or consulting services are included.

Module system orientation sessions are approximately each 2 hours in length covering one or more of the topics listed above. AssetWorks maintains an "Application Design Guide (ADG)" checklist covering System Setup and various configuration tasks and which also documents business decisions and application setup and configuration decisions for all in scope to be utilized. Utilizing that guide, AssetWorks will schedule sessions with SHERMAN and recommend the types of resources required. An example screenshot of this document is located below.

Application Design Guide (ADG)

AssetWORKS						FleetFocus FA Project Implementation Guide Customer: <INSERT NAME>										
System Setup	Data Load Sequence	System Number (2-4 Weeks)	System Number (2-4 Weeks)	Functional Group	Screen Name	Key Report	Current Business Process	FleetFocus FA Setup/Decisions	Assignment Detail	Use Starter Database Values? (Y/N, Modify, Remove, No Values)	Example Data in Starter Database? (Y/N)	Assignment Status	Responsible Resource	Baseline Due Date	Current Due Date	Data Load Report Template Number
1	10	1	1	Organization Structure	Locations	KeyReport					Y					
2	11	1	1	Organization Structure	Addresses	KeyReport				No Values	N					
3	13	1	1	Organization Structure	Departments	Import					Y					
4	10	1	1	Organization Structure	Calendars	Key					Y					
5	9	1	1	Organization Structure	Accounts	Import					Y					
6	19	2	4	Organization Structure	Employee - Primary Information	KeyReport				No Values	N					
7	20	2	4	Organization Structure	Operators - Primary Information	Import				No Values	N					
Basic Functionality FA Web Portal Setup Advanced Functionality Optional Modules Activity Log ©																

In addition, AssetWorks will consult with SHERMAN to configure the modules to facilitate the workflows for the maintenance and back-office functions. Configuration includes:

- Assigning user groups for specific functions
- Initializing (out of box) notifications to facilitate business processes
- Creating custom menus for specific user groups

Deliverables for System Configuration Services

- Setup configuration completed in the production database
- Production database available to re-fresh (database restore) the non-production database for customer review.
- Overview of all in scope noted modules and setup of those modules with decided workflows and processes from system setup consulting sessions.

WBS A.4.2 Data Conversion Services

Data Conversion Overview

AssetWorks will provide an overview session on the data conversion process and how data is to be collected and converted by SHERMAN and subsequently what is to be loaded by AssetWorks. Data loading tasks occur during the System Design and Configuration Services phases so that the project progresses naturally with items being taught and configured to encourage customer retention and engagement to meet project schedules.

While AssetWorks is the developer of FleetFocus and we understand the application's data structure, SHERMAN is the owner of the data and as such, needs to provide timely input into specific uses of existing data and to resolve any data integrity issues that may occur upload into FleetFocus. The proposed project timeline has limited slack to allow for prolonged analysis or responses.

AssetWorks will identify any data integrity issues and provide a report log to assist SHERMAN with resolving errors. Failure to respond to questions regarding the mapping, the use or meaning of data, or to resolve data integrity issues jeopardizes the project timeline by delaying

AssetWorks ability to complete the conversion. AssetWorks is not responsible for delays caused by waiting for SHERMAN response or resolution to data issues. If AssetWorks must wait for more than three (3) business days for a response from SHERMAN to a data conversion issue or decision request, AssetWorks may issue a change order delaying the start of the go-live deployment.

Data Loading

AssetWorks will provide a training session for data loading for SHERMAN administrators. A user with a solid understanding of Microsoft Excel will likely be able to grasp this tool and process very quickly. SHERMAN staff will use the AssetWorks Data Loader tool to load its data into FleetFocus. Data loading tasks occur during the System Design and Configuration Services phases so that the project progresses naturally with items being taught and configured to encourage customer retention and engagement to meet project schedules.

Assist with Data Loads for Equipment, Parts, and Summary Cost History

SHERMAN will extract the agreed-upon data from its current systems and files (paper, PDFs, XLS, etc.) where it stores data to be converted. AssetWorks will consult with SHERMAN on data “scrubbing” or “cleansing” legacy SHERMAN data but will not be responsible for the final cleansed data. SHERMAN will be responsible for populating FleetFocus with approved and “clean” SHERMAN data.

AssetWorks will provide Microsoft Excel™ templates to assist in loading data into FleetFocus. SHERMAN will convert only the data that maps into FleetFocus. Data that does not map into FleetFocus will not be converted. Further, only data elements that can be entered on a FleetFocus screen are part of this conversion. SHERMAN, with assistance from AssetWorks, will use FleetFocus’ data loading processing feature to load the data on these screens.

SHERMAN will provide the data in the properly formatted spreadsheets (per AssetWorks’ specification) for loading into FleetFocus. AssetWorks makes the following assumptions about the data from SHERMAN’s legacy system(s):

- The data files to be loaded into FleetFocus will be text-based flat files with one row of data per asset or per part.
- AssetWorks will not provide services to manipulate or move data from SHERMAN data in files or on paper into AssetWorks provided data templates.
- SHERMAN will provide the data to load into in the format of the data load files provided.
- SHERMAN will provide each test data file and each production data file in the same format.
- SHERMAN will use default values for any data element that FleetFocus requires that is not in the data file.
- AssetWorks will convert only master equipment records, parts (part master, part location and vendor part) records and summary cost history (summed totals of data by year and month) records. Additional data will be required to load or manually key in to support system deployment. This data will be loaded by SHERMAN with AssetWorks guidance and assistance. This process is discussed further below.
- AssetWorks will load a maximum of 600 fleet active assets as well as defined active components; active defined as the ability to write a work order for the asset or component.
- AssetWorks will load a maximum of 2 inventory locations with a maximum of 15,000 parts per inventory location. AssetWorks will review the 2 inventory location’s data prior to load for data integrity purposes to ensure it supports application functionality however, the customer is responsible for the accuracy of the data such as descriptions, part numbers and prior to go live. After the initial 2 inventory locations are loaded, AssetWorks will train the customer on how to load additional inventory locations.
- AssetWorks will convert only these fields for summary cost history:
 - Fuel Quantity and Cost
 - Alternative Fuel and Cost

- Repair Labor
- Repair Parts
- Repair Commercial Labor
- Repair Commercial Parts
- PM Labor
- PM Parts
- PM Commercial Labor
- PM Commercial Parts
- Meter Readings
- Equipment Downtime hours
- Fixed Monthly Costs – broken out to 7 fields
- AssetWorks will not provide services to load historical work order detail.
- AssetWorks will provide services for assets to load the current meter, next PM due date and last meter PM performed information as part of this scope of work, shortly before going live.
- AssetWorks will provide services for parts to load the current unit price and current quantity on hand as part of this scope of work, shortly before going live.
- AssetWorks will not provide services to convert current open or historical purchase order or receipt detail from a legacy system.
- AssetWorks will not bring over detailed fuel transactions from a legacy system(s).
- AssetWorks will assist in the form of troubleshooting errors in data load runs and providing direction in the mapping of legacy data elements to FleetFocus fields.
- The customer will be responsible for ensuring all data loads were loaded fully into the application and AssetWorks will assist in training on how to verify this using the application and various out of the box reports or ad hoc queries as required.
- All data loads by AssetWorks indicates a one-time load. After initial load data is to be updated manually in the FleetFocus system by the customer for incremental changes up to go live and cutover into a Production system. These data loads are typically done towards the end of the project and shortly before testing, training and go live to minimize any manual updates that might need to be done.
- There will be other data required to load as part of the project such as accounts, departments, operators, equipment classes, etc. and these will be loaded by SHERMAN but with guidance from AssetWorks and after receiving data loader training from AssetWorks. This will help to ensure SHERMAN continues to learn the system and how the data loading process occurs for future system maintenance and updates.
- All SHERMAN data loads are to be reviewed by AssetWorks to ensure data is optimal before being loaded to the Production system before the go live cutover, even if SHERMAN is loading the data.
- AssetWorks will execute the data conversion process with the prepared data to populate the pre-production database. Once all necessary data items have been loaded to allow for sufficient application testing, the pre-production instance will be imported/restored into a non-production (test) environment for review. This process is done in full as an override of the database, not as a delta of incremental changes.
- SHERMAN will utilize the data conversion process such that all assets will be in a single production FleetFocus™ database. Additional database requirements will require a change order.

Conversion of Specific Data

AssetWorks and SHERMAN will jointly resolve issues arising out of the data translation, including codes (if any) to be changed. AssetWorks will help SHERMAN finalize the data mapping and identify the sources for each data element. SHERMAN will be responsible for mapping old codes into new codes (i.e., translating) within the data set to be converted. All converted data must map to an existing data field in FleetFocus and adhere to the validation of

that field and the overall FleetFocus application, as all data loaded goes through the application interface or authorized tool to ensure data integrity in the customer's new system.

Data Conversion Testing and Validation

After AssetWorks and SHERMAN have jointly documented the data mapping and data load process, SHERMAN will test the results from the data extractions. This process will require involvement from SHERMAN Information Technology personnel supporting the existing systems.

Deliverables for Data Conversion Services

- One-time load of Fleet Equipment and Component data (adheres to limits listed above)
- One-time load of Parts Inventory data (adheres to limits listed above)
- One-time load of Summary Cost History (adheres to limits listed above)
- Delivery of data load training to customer system administration staff.

WBS A.4.3 Technical Services

Configure Fueling System Import

To provide a very straightforward and flexible solution, AssetWorks proposes that SHERMAN use FleetFocus' Automated Fuel Systems screen to define its fuel import. The base application includes this screen, with which end users can create fuel import definitions for use with the Automated Fuel Tickets screen. Using this screen, SHERMAN could build its own import for processing fuel transactions from its 3rd party fuel system. This process does require a manual step to import the file. The file must be located on and run from the application server; this can be done with a mapped drive to the user's local desktop or a shared folder. It is the responsibility of SHERMAN to setup up the mapping of a local drive or permissions for the user to access the application server to run the file or if the customer is installed on AssetWorks' servers than they will need to use the FTP credentials and locations provided by AssetWorks to place the fuel file for upload.

AssetWorks will assist SHERMAN in defining one (1) fuel import from the 3rd party fuel system using FleetFocus' fueling system import feature. SHERMAN will provide AssetWorks a sample fuel file with appropriate data layout definition documentation for the fuel system's data file. The files shall be fixed width or comma separated.

The below fields are available for import to the Automated Fuel Ticket screen in FleetFocus. Many of these fields use validated lists which must be populated by SHERMAN. The data in the import file must match the data available in FleetFocus. This process does not allow for data translation, for example, translating differing fuel types between the 3rd party system and FleetFocus.

- Equipment Identifier
- Date/Time
- Account ID
- Employee ID
- Site/Pump/Tank ID
- Product ID
- Reversal Indicator (must be Y or N)
- Transaction Code (for limiting the type of transaction to be processed)
- State/Province (hardcoded list)

- Vendor ID
- Meter 1/2 readings
- Fuel or Fluid Quantity
- Fuel or Fluid Price (or Fuel or Fluid Total Cost)
- Miscellaneous Cost (ex: car wash)

Deliverables for Configure Fueling System Import

- Setup one 3rd party fueling system in the FleetFocus Automated Fuel Screen as a template in both production and non-production.
- Run in a test file in the non-production setup and confirm any necessary changes for production.
- Costs for these services are fixed and do not include applicable taxes. Milestones are to be billed with the amounts noted and described in the milestone schedule of this SOW.

Existing FleetFocus Integrations and Initiatives

AssetWorks will provide services to implement the following existing FleetFocus integrations. Services are to include setup in FleetFocus, installation of the integration, configuration in MAXQueue (proprietary middleware), testing in a non-production environment and rollout in a production environment. The following existing integrations have been included:

Existing Integration / Initiative Name	Functional Description
Telematics Cloud Integration	AssetWorks Telematics Cloud Integration Scope and Assumptions • AssetWorks will provide professional services to install and configure the Telematics Cloud integration to FleetFocus for a single provider on the approved list of GPS/AVL providers integrating to FleetFocus. The module and integration assume usage of all FleetFocus settings out of the box and utilizes functionality built within supported versions, as noted in AssetWorks product documentation. • Data is limited to meters, diagnostics and faults, and “last location” data. • AssetWorks is not responsible for providing, maintaining, or advising on any GPS/AVL provider specific terms/conditions and/or functionality, login access, etc. • Where applicable, standard training materials will be utilized; scope does not include customized training materials. • Training is delivered as “train the trainer” for system administrators; end user training is not included unless otherwise noted. • Customer may be required to upgrade if new features are available for the module that are considered necessary for the project success. • Customer will be responsible for working with the AssetWorks’ Professional Services to move the module into a production environment. • Costs for these services are fixed and do not include applicable taxes. Milestones are to be billed with the amounts noted and described in the milestone schedule of this SOW.

Existing Integration / Initiative Name	Functional Description
MobileFocus SmartApps	MobileFocus SmartApps Scope - AssetWorks will provide services to install SmartApps and perform base FleetFocus configuration to support up to one (1) app used by the customer as well as test the configuration. - The Inspections App will provide for one “test results” setup and be conducted as a train the trainer for the Customer to complete any additional test results needed. - The Dashboard App can be utilized to show dashboards created in FleetFocus. AssetWorks recommends customers have knowledge of SQL to build Advanced KPIs as part of this quote. AssetWorks does not provide training on SQL and does not build SQL statements for use as Advanced KPIs. - All end users must have a FleetFocus user account (password required on user account) created with an attached operator account. - SmartApps supports the SSO methods per AssetWorks Product documentation per version. - Where applicable, standard training materials will be utilized; scope does not include customized training materials. - Training is delivered as “train the trainer” for system administrators; end user training is not included unless otherwise noted. - Customer may be required to upgrade if new features are available for the module that are considered necessary for the project success. - Customer will be responsible for working with the AssetWorks’ Professional Services to move the module into a production environment. - Costs for these services are fixed and do not include applicable taxes. Milestones are to be billed with the amounts noted and described in the milestone schedule of this SOW.
MobileFocus EDGE	MobileFocus EDGE Scope - AssetWorks will provide remote services to install Mobile Focus EDGE (EDGE) and perform base FleetFocus configuration to support only the EDGE Technician portal. The module assumes usage of all EDGE settings out of the box and utilizes functionality built within supported versions, as noted in EDGE product documentation. - After training and configuration sessions are complete, the customer will finalize the setup in FleetFocus and is responsible for loading all data required for project success.

Existing Integration / Initiative Name	Functional Description
	- Assumes fleet assets are setup in FleetFocus and ready for configuration to support EDGE functionality. EDGE supports the SSO methods per AssetWorks Product documentation per version. MobileFocus Assumptions - Where applicable, standard training materials will be utilized; scope does not include customized training materials. - Training is delivered as “train the trainer” for system administrators; end user training is not included unless otherwise noted. - Customer may be required to upgrade if new features are available for the module that are considered necessary for the project success. - Customer will be responsible for working with the AssetWorks’ Professional Services to move the module into a production environment. - Costs for these services are fixed and do not include applicable taxes. Milestones are to be billed with the amounts noted and described in the milestone schedule of this SOW.

WBS A.5.0 Train & Test

WBS A.5.1 Pre-Training Testing Services

Provide Standard Test Plan

AssetWorks will first provide its standard FleetFocus test plan. SHERMAN is responsible for any changes to the test plan. The test plan will consist of but not be limited to the following functional and data validation test cases:

- Add and modify asset information
- Add and modify parts primary information
- Open a repair work order and a work PM order for an equipment unit
- Charge labor to the work orders and verify the charges of hours and costs
- Issue inventory parts to the work orders and verify the charges of quantity and cost as well as proper inventory relief
- Charge commercial charges to the work orders and verify the charges of labor and parts
- Close the repair and PM orders
- Verify work order charges (labor, parts and/or commercial services)
- Adjust parts inventory both upward and downward
- Click on and generate a standard Crystal reports
- Verify a sample of asset master records
- Verify a sample of part master records

Provide Pre-Testing Application Training Workshop

AssetWorks will conduct a Pre-testing Application Training Workshop for customer system administrators, core project team members and key system users (SME's) in various application functions. The goal of this session is to walk the customer through the standard test plan and how to utilize it. It will also cover how to navigate the system and overall system application terms and definitions. The SHERMAN Project Manager will be responsible for having the appropriate key personnel from each functional area available for the training sessions.

Testing Methodology

AssetWorks organizes its user testing into functional groups and works with SHERMAN to identify the appropriate internal group to participate in testing for their designated functional group(s). Prior to the testing session, AssetWorks will verify the security and access control functions for User Groups with SHERMAN. Each group will work through all test cases for a functional group in a single session and document the results. At the end of the testing session, all results are to be submitted to AssetWorks to review with SHERMAN.

If a test case was unable to be completed, the cause will be determined, whether it is further training and/or additional configuration needed. If the failed result is not related to training or configuration, it will be submitted to AssetWorks Customer Care to be reviewed and resolved or passed to AssetWorks Product Management for further analysis. Depending on those results, it may require the customer to either upgrade immediately or in a future release and/or decide if the item is critical for the initial go live phase. The core SHERMAN project team will make this decision with AssetWorks acting in an advisory role.

The test cases will be repeated until all cases are documented as passed, by each designated group at SHERMAN for each relevant functional group as determined by project needs. Note that a project team may opt to not elect to use all core system functionality for the initial project launch. As such, the group will discuss, document, and agree to remove specific test cases in this event from the standard test plan.

Custom interfaces, existing product add-ons (initiatives) and custom reports and enhancements will require testing. That testing occurs within the configuration and training aspects of those tasks and are detailed in the WBS A.4.3 section of the SOW.

All core functional groups are listed below but not limited to these example topics in associated testing areas:

1. Purchasing - replenishment, purchase orders, receipts
2. Asset Management - campaign/recalls, adding/modify equipment
3. Work Management - work orders, service requests, logging time, part requests
4. Materials Management - issuing parts, adding parts, inventory counts, inventory transfers

Testing Document Example:



Add and Modify Equipment Primary Information The following tests will all be performed in the Enterprise Portal Screens				
Test #	Test & Expected Result	Pass/ Fail	Comments	Tester
1	Add and Modify Equipment Primary records Add records - Click Screens - Search for Fleet Equipment, Component or Stationary Equipment - Click New icon - Enter the following required fields: - Basic Info - Equipment ID - Basic Info - Model year - Basic Info - Manufacturer ID - Basic Info - Model ID - Basic Info - Equipment type - Basic Info - Description - Basic Info - Serial number - Meter Info - Equipment class for meter types - Classes - Equipment class for: Maintenance - Classes - Equipment class for: PM Program - Classes - Equipment class for: Standards - Classes - Equipment class for: Rental rates - Classes - Equipment class for: Resources - Classes - Asset category ID - Locations - Location type: Assigned PM - Locations - Location type: Assigned Repair - Assignments - Department ID - Assignments - Department to notify for PM - Accounts - Account ID for Assignment/WO (depends on option) - Status - Life cycle status code ID - Authorization - Work orders (set to Y as needed) - Authorization - Usage tickets (set to Y as needed) - Authorization - Fuel tickets (set to Y as needed)			

Support System Test Plan Execution

AssetWorks will support the core SHERMAN team as they test the FleetFocus system features to display the converted data in the test environment, according to the above standard test plan and methodology. The objective is to be able to run through the various testing scenarios, validate the data and system configuration, identify areas for adjustments, and facilitate retesting where needed.

This test plan will be executed according to the schedule agreed upon by SHERMAN and AssetWorks during the project. AssetWorks will provide remote support for system testing for up to 12 hours. SHERMAN will perform and document the test results within 30 days of receiving the standard test scripts.

Deliverables for Testing Services

- Deliver FleetFocus out of the box user test scripts to the customer
- Support the customer with questions as customer performs and documents test results

WBS A.5.2 Training Services

The training will be role-based and will differ for trainees from the various organizational and functional areas. Each SHERMAN trainee will have the basic skills in the overall use of FleetFocus and strong knowledge of how to use the application in his or her specific job function or area of expertise. The deliverables will not include remedial training for computer skills or any computer-based training.

Training Overview

AssetWorks will provide up to 40 hours of training prep, system administration training and training in the configured base application and add-on modules for the roll-out of FleetFocus (according to the project plan).

Hours noted include preparation time for the instructor as well as with the customer in advance of training sessions. Training assumes train-the-trainer approach completed one time for all groups. The max class size is ten (10) participants. If the size of the organization is smaller and meets this class size for sessions such as technical, supervisor and storekeeper, direct end user training will be utilized over a train the trainer approach. This will be a discussion required prior to training between the AssetWorks Project Manager and the SHERMAN Project Manager.

This assumes that SHERMAN's training facility has enough workstations for these training sessions. All training will be held at one central location or remotely as determined by the final agenda and project needs. The topics and workflows included in the training will be those finalized by SHERMAN team during the system setup and follow-up tasks. However, SHERMAN should remain especially sensitive to necessary last-minute procedural changes or clarifications based on trainee feedback.

AssetWorks recommends that SHERMAN schedules their go-live rollout and deploys no more than two weeks after the completion of training for maximum retention of application knowledge.

Training Preparation

AssetWorks will provide its standard training plan, standard training materials and begin scheduling and planning for the training. SHERMAN is authorized to tailor the standard training materials to apply branding and match workflows specific to SHERMAN. AssetWorks training materials assume all users are familiar with a Windows environment; the AssetWorks training will not include any Windows or remedial computer training.

The training will cover work order functions; parts and labor posting functions; and other common features and transactions. The topics and workflows included in the training will be those finalized by SHERMAN team during the system setup and follow-up tasks. Any deviations in the defined and agreed upon workflow will cause delays and added costs to the training.

AssetWorks will provide a master electronic version for SHERMAN Project Manager. SHERMAN will produce and provide copies (across all roles) of the final training materials for use during the training sessions. SHERMAN will be authorized to reproduce and use any training materials for ongoing training within SHERMAN.

Training "Sample" Schedule and Typical User Role Participation

Class ID	Class Name	Date	Time	Participants
FF101	Work Management Portal - Part 1	Day 1	8:00 am – 12:00 pm	Supervisor Service Writer Fleet Manager Admin Office
FF102	Work Management Portal - Part 2	Day 1	1:00 pm – 5:00 pm	Supervisor Service Writer Fleet Manager Admin Office

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FF103	Technician Portal	Day 2	8:00 am – 12:00 pm	Technician Supervisor Fleet Manager
FF103	Technician Portal (*offered twice to ensure daily operations are properly maintained)	Day 2	1:00 pm – 5:00 pm	Technician Supervisor Fleet Manager
FF104	Storekeeper Portal	Day 3	8:00 am – 12:00 pm	Storekeeper Fleet Manager Admin Office
FF105	Enterprise Purchasing and Inventory Management	Day 3	1:00 pm – 5:00 pm	Storekeeper Fleet Manager Admin Office
FF106	Customer Access & Service Request Portals	Day 4	8:00 am – 10:00 pm	Fleet Manager Admin Office
FF107	Fleet Administrator and Equipment Management	Day 4	10:00 am – 12:00 pm	Supervisor Fleet Manager Admin Office
FF108	Reporting Portal	Day 4	1:00 pm – 3:00 pm	IT Fleet Manager Admin Office
FF109	Ad Hoc Query Portal	Day 4	3:00 pm – 5:00 pm	IT Fleet Manager Admin Office
FF110	Application Administrator	Remote	4 hours	IT Fleet Manager Admin Office

Training Courses**FF101 - Work Management Portal – Part 1**

In this course, participants will learn how to use the FleetFocus Work Management portal to manage the daily operations within the maintenance areas. In hands-on exercises, participants will practice creating repair and PM work orders, directing employee assignments, accessing equipment work order history, managing service requests, generating shop schedules and

multi-unit work orders, and executing reports. Training will cover the areas below and additional areas necessary to answer questions regarding shop operations.

- Work Management Portal overview
- Gadgets & Layout options
- Work Orders – Repair
- Equipment Due for PM/Inspection
- Work Orders – PM
- Work Order assignment
- Work Orders – Posting Charges (*after the fact*)
- Work Orders – Reviewing Charges
- Work Orders – Finishing/Closing
- Work Orders – Printing
- Work Order Summary
- Commercial Charges
- Parts Requests

FF102 - Work Management Portal – Part 2

In this course, participants will learn how to use the FleetFocus Work Management portal to manage the daily operations within the maintenance areas. In hands-on exercises, participants will practice creating repair and PM work orders, directing employee assignments, accessing equipment work order history, managing service requests, generating shop schedules and multi-unit work orders, and executing reports. Training will cover the areas below and additional areas necessary to answer questions regarding shop operations.

- Review of Maintenance Coding structures
 - PM class codes
 - PM checklist items
 - Task codes, etc.
- Filtering in the Work Management Portal
- Using the Asset Viewer
- Shop Calendar
- Employee Management
- Time Sheets
- Historical Costs
- Service Requests/Defects
- Generating Work Management Portal reports
- Work Order – Multi-unit (*as needed*)

FF103 - Technician Portal

In this course, participants will learn how to use the FleetFocus Technician portal as a maintenance tool to manage tasks they perform on a day-to-basis. In hands-on exercises, participants will practice accessing the system, clocking in and out, viewing work status and assignments, managing individual time reporting, posting time to work order tasks,

changing/adding tasks to work orders, requesting parts, completing PM checklists, and creating service requests.

- Technician Portal overview
- Review of Critical Coding structures
 - Task codes
 - Work Accomplished Codes
 - Work Delay Codes
 - Priority Codes
- Technician Portal – Work Orders
 - Clock in and out
 - Using the Asset Viewer
 - View work status and assignments
 - Job on and off tasks (*real-time*)
 - View work order history
 - Find existing work orders
 - Putting work orders in delay
 - Work Order Main page and action buttons
 - Modify tasks
 - Request parts and commercial services
 - Add notes to work orders and tasks
 - Search for existing work orders
 - Work order postings (*after the fact*)
 - Complete PM checklist items (*as needed*)
 - Finish work order
 - View personal daily timesheet
 - Generating technical portal reports
- Technician Portal – Indirect time tracking

FF104 - Storekeeper Portal

In this course, participants will learn how to use the FleetFocus Storekeeper Portal as a tool to manage part transactions coming from the shop daily. In hands-on exercises, participants will practice issuing parts, cancelling part requests, creating new parts, ordering parts on a requisition or purchase order, receiving parts, and returning parts to stock and a vendor.

- Enterprise Portal
 - System Operation & Navigation
 - Using the Filter to Search for Data
 - Part Primary
 - Part Location
 - Vendor/Part Information
- Storekeeper Portal
 - Overview

- Part request management
- Part request detail
- Set Notify flag
- Issue parts
- Ordering from part requests
- Purchase order management
- Updating purchase orders
- Creating purchase orders
- Line-item overview
- Receiving parts
- Deleting lines on a purchase order
- Returning parts to a vendor
- Creating a new part
- Editing an existing part
- Direct Issues
- Generating Storekeeper Portal reports

FF105 - Enterprise Purchasing and Inventory Management

In this course, participants will learn how to use FleetFocus to manage more complex areas of inventory management including enterprise purchasing setup, enterprise purchasing flows and replenishment management and inventory counts.

- Enterprise Purchasing Workflow
- Enterprise Purchasing codes
- Enterprise Portal
 - Inventory Replenishment
 - Cross References
 - Vendor Contracts
 - Historical Costs
 - Inventory Counts
- Generating Enterprise Purchasing reports

FF106 - Customer Access and Service Request Portals

In this course, participants will learn the basics of the FleetFocus Customer Access and the Service Request module. This module is used for end users outside of the asset maintenance operation to view equipment, update operators on assets, view open work orders on assets by department and enter in meter readings, service requests and usage tickets.

- View Assets
- Run Asset report
- Update Operators
- View Work Orders
- Run Work Orders report
- Enter Meter Readings
- Enter Service Requests

- Enter Usage Tickets

FF107 - Fleet Administrator and Equipment Management

In this course, participants will learn how to use FleetFocus for managing the master equipment records, defining technical specifications/subsystems and recording fuel information. In hands-on exercises, participants will practice entering new assets, entering, and updating subsystems and properties information, campaign management, accident tracking, and posting fuel records.

- Intro to FleetFocus
 - Enterprise Portal introduction
 - System Operation & Navigation
 - Using the Filter to Search for Data
- Fleet Equipment – Adding & Disposing assets
- Component - Adding/Disposing assets
- Component Relationships
- Assignment History
- Subsystems and Parts / Equipment Attributes
- Accident tracking
- Multi-Unit Projects & Recall Campaigns
- Historical Costs
- Equipment Renumbering
- Equipment Warranty
- Meter Readings – Assignments – Usage
- Fuel Management
 - Setting up assets for fueling
 - Internal Fuel Tickets
 - External Fuel Tickets
 - Automated Fuel Tickets
- Generating Equipment Management reports

FF108 - Reporting Portal

In this course, participants will learn the basics of reporting in the FleetFocus system. It will cover both how to run existing Crystal reports, add them to favorites, set filters, and schedule them. This training does not cover creating or modifying out of the box Crystal reports or any SQL language queries.

- Running Crystal Reports
- Scheduling Reports
- Exporting Reports

FF109 - Ad Hoc Query Portal

In this course, participants will learn the basics of reporting in the FleetFocus system. This session will cover the basics of the FleetFocus Ad Hoc Query module that allows an end user to create simple queries of data from the system. AssetWorks will review a sampling (3) of the

created, out of the box ad hoc queries. AssetWorks will not create new customer specific custom reports during the class.

- Running Ad Hoc Reports
- Building Ad Hoc Reports

FF110 - Application Administrator

In this course, participants will learn the basics of managing the FleetFocus system from an application administrator perspective. It will cover adding and deactivating users, creating user groups, setting up UI controls, applying screen rights and viewing logs, setting up portals and general system admin rights as well as many other features.

- Admin Mode
 - UI Controls
 - Bulk Edit
- Control Rights
- Screen Rights
- Report Rights
- User Security
 - Options
 - Users
 - User Groups
- Employee & Operator – adding and disabling
- Table Management
- End of Period
- Activity Log
- Web Administration
 - Confirm Version
 - Health Check
 - System Logs
 - View Database Model
 - Adding and managing tabs / module types
 - Quick Links
 - Welcome
 - Announcements
 - Events
 - Contacts
- Web Modules Configuration
 - Web Module - Gadgets & Layout options (i.e., Work Management Portal, etc.)
 - Asset Profiles
- MAXQueue Designer Overview (*optional – pending project requirements*)

SHERMAN will identify at least one “key user” on each shift to closely support the cutover, particularly after the training concludes. This individual will be responsible for answering initial end user questions and, most importantly, implementing subsequent changes or alterations to the documented procedures. AssetWorks recommends that these “key users” be those that attended the core team training sessions described above.

Deliverables for Training Services

- Deliver FleetFocus standard training agenda
- Deliver FleetFocus electronic standard training material; not customized
- Deliver FleetFocus training classes
 - FF101 - Work Management Portal – Part 1
 - FF102 – Work Management Portal – Part 2
 - FF103 – Technician Portal
 - FF104 – Storekeeper Portal
 - FF105 – Enterprise Purchasing and Inventory Management
 - FF106 – Customer Access and Service Request Portals
 - FF107 – Fleet Administrator and Equipment Management
 - FF108 – Reporting Portal
 - FF109 – Ad Hoc Query Portal
 - FF110 – Application Administrator

WBS A.6.0 Deployment

WBS A.6.1 Prepare for Cutover

AssetWorks will work with SHERMAN to stage and prepare the system roll-out/cutover. This includes final validation of system readiness and sign off by SHERMAN acknowledging that the go-live is approved to proceed. AssetWorks will work with SHERMAN to document the specific cut-over steps and transition operations within the new system utilizing a standard go-live checklist to verify that all items have been completed. It is anticipated that there will be one (1) production roll-out.

WBS A.6.2 Production Cut Over

SHERMAN will commence “live” operations using FleetFocus. AssetWorks staff will provide up to 48 hours of go live preparation, onsite and remote “go live” assistance for SHERMAN operation. This step is critical to success.

During the go-live week, AssetWorks and SHERMAN project team that received “train-the-trainer” training will provide refresher training and assistance on the shop floor, parts room, and back-office staff to ensure a smooth transition. AssetWorks will also work with the System Administrator and Subject Matter Experts to provide escalated level technical and application support and to troubleshoot any issues related to data integrity and application setup and configuration. AssetWorks will document any issues that occur during the go-live, and where issues are related to the planned production deployment, provide follow-up support to the SHERMAN system administrators and project team.

During the initial deployment period, AssetWorks will provide support during normal working hours. When possible and agreed, AssetWorks will provide support to multiple shifts on a given day (e.g., by covering the last four hours of one shift and the first four hours of a second shift).

AssetWorks will remain closely involved during this very critical period. AssetWorks will have one (1) resource onsite for the go live week. During the second week, AssetWorks will be available remotely on an as-needed basis to answer questions and make sure the cut-over is progressing well. Of course, additional onsite and off-site

support and new development and/or items not part of the original production deployment plan is available to SHERMAN under a separate Statement of Work.

After this first week of go live AssetWorks will begin to transition SHERMAN to our Customer Care department for follow up support and ticket management.

AssetWorks will also provide a sixty-day (60) onsite post go live check-in for the Professional Services team to assist in areas of follow-up and further training required. The post go live check-in will take place over the course of up to three (3) days onsite to ensure adoption of the new system. SHERMAN can be transitioned to Customer Care and still utilize these Professional Services to refine and smooth out new processes in the months after going-live with an Implementation Consultant.

Of course, ongoing onsite and off-site support is available to SHERMAN under a separate Statement of Work should SHERMAN require more assistance. AssetWorks recommends yearly refresher training engagements with Professional Services to ensure SHERMAN is utilizing the system properly and for the full potential preferred by SHERMAN.

Deliverables for Deployment Services

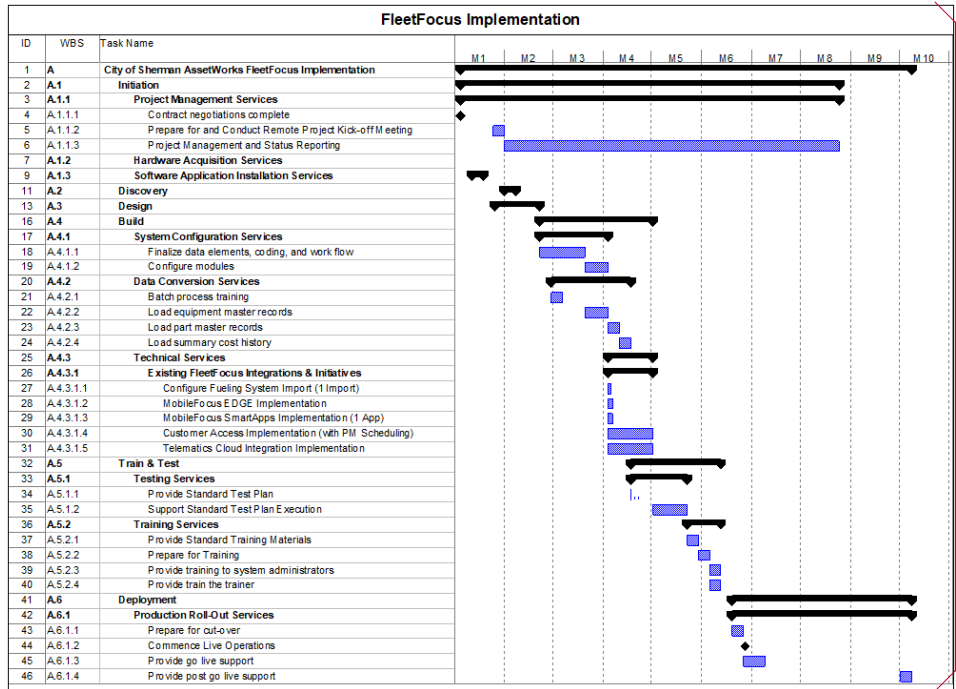
- Customer begins use of FleetFocus in a live production operation
- Production rollout support for up to 48 hours
- Post go live support for up to 28 hours

FleetFocus Preliminary Schedule

AssetWorks proposes the following schedule to accomplish the tasks described below. This schedule is subject to change and dependent upon individual conditions and circumstances encountered during the project. AssetWorks will work with SHERMAN's project team during project kick-off to finalize the project schedule, which might extend or reduce the timeline below. Services marked as "*Optional*" are not included in the project schedule. If later elected, the schedule will be updated after the project kick-off by the assigned AssetWorks project manager to determine the proposed timeline with the new selection of products and services.

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Commented [A5]: Update if required after reviewing the .mpp

Project Initiation Timeline

Below is an outline of what to expect following an executed contract with AssetWorks for a FleetFocus project. Named AssetWorks resources are assigned after contract execution.

- Project assigned to an AssetWorks Project Manager – within one week after contract execution
- Installation of initiated - within one week after contract execution; earlier when possible.
- Project hand off call between AssetWorks Account Manager, SHERMAN and AssetWorks Project Manager – within two weeks of PM assignment
- Project kick off meeting scheduled between AssetWorks Project Manager, Implementation Consultant and SHERMAN - within two weeks after project hand off call.
- Initial system setup meeting between Implementation Consultant and SHERMAN - within two weeks after project kick-off meeting or at a time mutually agreed upon by both parties.
- All other project execution activities follow the system setup sessions and will be provided between the project plan and the Project Implementation Guide managed by AssetWorks.

FleetFocus Milestone Schedule

Professional services other than custom interfaces, enhancements and existing integrations/initiatives will be provided on a **Time & Materials** basis. Any custom interfaces, enhancements, existing integrations/initiatives and other modules as noted above will be provided on a **Fixed Fee** basis with specific milestone amounts and adheres to the milestone schedule listed below.

Commented [A6]: please see Order Form inserted at end of this Statement of Work

Milestone #	Category/Product	Milestone Name	Milestone Amount
Milestone 1	SaaS	One Time SaaS Environment and Reporting Database Setup Fee	\$10,639.80 USD
Milestone 2	Fuel	Configure One Fueling System Import	\$1,728.96 USD
Milestone 3	MobileFocus	Deliver EDGE Training	\$3,457.92 USD
Milestone 4	MobileFocus	Deliver SmartApps Training	\$2,593.44 USD
Milestone 5	Customer Access	Customer Access Module with PM Scheduling Installed in Production Environment	\$6,915.84 USD
Milestone 6	Telematics Cloud	Telematics Cloud Integration Installed in Production Environment	\$6,915.84 USD

FleetFocus Optional Services

Any items listed as optional in the AssetWorks Order Form and not noted in the above Statement of Work can be added upon request. A full scope, deliverables, pricing and timeline will be appended into this SOW and presented back to the customer for review and prior to any final contract signatures.

FleetFocus Standard Assumptions

The following general assumptions apply to this proposal:

General

- Professional services other than custom interfaces, enhancements and existing integrations/initiatives and other modules will be provided on a **Time & Materials** basis.
- Any custom interfaces, enhancements, existing integrations/initiatives and other modules as noted above will be provided on a **Fixed Fee** basis with specific milestone amounts and adheres to the milestone schedule listed above.
- All professional services delivered will be invoiced at the beginning of each month following their delivery.
- For all time and materials work provided in this Scope of Work as noted above, a signed change order and/or other legally approved amendment must be provided from the customer in order to proceed with the billing of additional costs not contained in this

scope of work. The only exception being travel costs as that is variable and travel is provided as an estimate.

- Any onsite services provided are done so as a minimum of three (3) days onsite and require a minimum of eight (8) hours a day to be billed by an AssetWorks' resource or four (4) hours if the resource is available for an additional half day.
- This Statement of Work assumes the customer is properly licensed/subscribed for the necessary module(s) to utilize any areas which require licensing/subscription as part of the delivery of professional services and custom development services.
- Only the modules identified in the accompanying agreement and also specifically noted in this Statement of Work are to be implemented.
- Modules and/or product enhancement services purchased after implementation has begun will require a change order or separate statement of work for services related to installation, setup, configuration and training.
- All modules and product functionality to be delivered as part of this Statement of Work assumes out of the box usage of FleetFocus. Out of the box usage assumes implementation is limited to only fields and functionality available in FleetFocus at the time of implementation and that implementation adheres to the FleetFocus data type and field length for all available fields, unless noted otherwise.
- Where applicable, standard training materials will be utilized; scope does not include customized training materials.
- Travel expenses will be reimbursed as incurred. Expenses include actual costs for lodging, air, and ground travel and per diem rates for meal expenses (corporate rate/government agreement).
- This Statement of Work does not include any costs associated with third party vendors or software not already provided by AssetWorks that may be needed to complete the implementation.
- AssetWorks is the author, owner, distributor and sole source provider of fleet management software, professional services and maintenance services for the FleetFocus™ family of products which includes FleetFocus, FASuite, CAM, AssetWorks EAM, M5, MCMS, FuelFocus, M4 and FleetFocus™. Use of software products is subject to applicable license and restrictions.
- If this order is abandoned/paused by SHERMAN for any reason mid-effort, SHERMAN will be billed for all AssetWorks time incurred at the current contracted labor rate.

Customer Resources

- All functional and operational groups who will be using and/or impacted by the new system should participate in all the sessions which will be conducted once. Repeating previously run sessions may require a change order for additional project budget.
- SHERMAN will provide the resources described in this Statement of Work to ensure a successful implementation of the products.
- SHERMAN will appoint a single point of contact for the duration of the project. This person should have project management responsibilities and decision-making authority.

This person will be the focal point of contact for AssetWorks' Customer Support department.

- All key SHERMAN project team resources will be committed to the project as of the project start date.
- SHERMAN commits to training appropriate functional and technical resources as required.
- SHERMAN is responsible for all manual data entry.
- SHERMAN will have all of the necessary and appropriate personnel at all of the meetings for the purpose of defining the requirements of the system. If additional meetings are required to repeat discussions due to the unavailability of SHERMAN resources, additional cost will be invoiced.
- AssetWorks will provide onsite training to SHERMAN (as outlined above) in a classroom environment suitable for training. AssetWorks recommends class size to not exceed 10 users to ensure proper attention can be given to individual users and maintain the needed pace to ensure training sessions are completed in a timely manner consistent with the training schedule. If training is proposed as all remote, then web conferencing tools will be used in place but the customer is still encouraged to not exceed 10 users to allow for effective training.
- SHERMAN will be responsible for preparing the training facility. The training facility should include hardware comparable to that found in the actual work place. Some end-user training can take directly in the storerooms or on the shop
- All training sessions will be based on standard application training materials. SHERMAN will be responsible for customizing training materials to meet its implementation requirements.
- SHERMAN will make appropriate technical resources available to AssetWorks' consultants.
- In the event that SHERMAN schedules on-site services and due to circumstances within SHERMAN's control AssetWorks' scheduled personnel are unable to perform such services, AssetWorks will be entitled to payment for each such scheduled personnel on the basis of an 8-hour day.
- AssetWorks will need assistance from SHERMAN to coordinate training and roll-out schedules, communications with field personnel and setting up training sites.

Infrastructure

- SHERMAN will provide a project work area and infrastructure at the centralized implementation location appropriate for the size of the combined SHERMAN/AssetWorks project team. This infrastructure should include desks, chairs, telephones, and workstations with network access to printers and to the applications and implementation databases.
- AssetWorks' consulting estimates do not include installation and/or configuration of any computer hardware and peripheral equipment.
- SHERMAN will be responsible for installing and configuring computer hardware and peripheral equipment such as printers and bar code equipment (if applicable).
- SHERMAN is responsible for providing browser access to the FleetFocus™ application.
- SHERMAN is responsible for providing and maintaining TCP/IP connectivity with sufficient bandwidth from all user workstations to the FleetFocus™ servers.

- SHERMAN will receive all standard, out-of-the-box reports with the purchase of the reporting module; the reporting module leverages the Crystal Reports Server OEM Edition license. A non-production and production reporting environment will be available.
- SHERMAN will utilize a single production FleetFocus™ database. A test database instance will also be implemented.
- The following information technology services are not included in this Statement of Work: network connections; telecommunications network(s); operating system, network and database administration; disaster recovery planning; the acquisition, installation, testing and tuning of any required hardware, operating software, peripherals and communications infrastructure.

Project Management and Risk Factors

- SHERMAN and AssetWorks will agree on scope, services, and deliverables for optional modules and services prior to the Notice to Proceed.
- SHERMAN project manager will be responsible for obtaining any required authorizations, approvals and/or signoffs by SHERMAN related to project deliverables and project progression in a timeframe in alignment with the project work plan. Delays to this process as well as any SHERMAN tasks not completed within the work plan timeframe will be subject to the Change Order Management process, delayed deadlines, and increased services fees.
- This Statement of Work does not include the expenses associated with SHERMAN or SHERMAN resources assigned to the project.
- SHERMAN remains responsible for all integration effort not described in this Statement of Work
- The project schedule is contingent upon the timely attainment of several external milestones that are outside the control of AssetWorks. Examples include but are not limited to the acquisition of the requisite software licenses and hardware and the approval of requisite capital appropriation requests as required.
- Circumstances may necessitate changes to the tasks and/or time estimates, at which time AssetWorks and SHERMAN will discuss these changes in good faith at their earliest opportunity.
- This proposed Statement of Work includes implementation support for only those optional modules, interfaces, and modifications listed in the task list. Any change to the proposed Statement of Work, particularly the implementation services, data conversion, interfaces, and application modifications, will be documented and follow the same procedures for new enhancements or change orders.
- Unless otherwise noted, all integration, enhancement and report development effort quoted in this proposed Statement of Work are an estimate based on AssetWorks' experience providing similar services for other clients based on our current understanding of the requirements. AssetWorks will develop a detailed Development Specification for all services before proceeding with any development.
- This Statement of Work includes services to determine SHERMAN's requirements and preparing the development specifications and quotes for only those development items identified in this Statement of Work. Any requirement analysis and specification work

for additional items not identified in this Statement of Work would be done on a time and materials basis.

Project Delays

- When Professional Service days are contracted, they are removed from AssetWorks' capacity and considered sold to the customer, and as a result AssetWorks makes financial plans based upon the revenues it expects to achieve from the full performance of the contract. It is impossible for AssetWorks to know in advance whether or under what circumstances it would be able to resell the service days if the customer does not use them, either as the result of delaying or canceling meetings, tasks or deliverables. In most instances, when customers do not use the contracted time, AssetWorks is unable to resell those days or services. Even when days or services may be resold, it is costly to re-market the services, and such efforts divert effort to do so. While customer days have been held out of AssetWorks' capacity planning, AssetWorks may have turned away or delayed the start of other customers in order to meet AssetWorks' commitment to the customer. For these reasons, AssetWorks and the customer agree that in the event of delay or cancellation of scheduled project tasks and meetings at the customer's request within two weeks of execution, AssetWorks shall be due compensation equal to the contracted amount to deliver the services cancelled including any travel expenses incurred in preparation for the delayed or cancelled services.

Technical Services / Interfaces**Custom Reports Standard Terms**

- All custom reports require a licensed and installed Reporting Module in a non-production and production environment for reports to be run from the FleetFocus web portal.
- If AssetWorks is contracted to make modifications to a customer created report and identifies areas with incorrect design and/or data, AssetWorks will notify the customer immediately. If the customer requires AssetWorks to resolve the issue, it will require a change order.
- Customer is responsible for working with AssetWorks' Professional Services to provide their business process and identify specific system data mapping/elements requirements for the purposes of developing an approved functional and technical specifications for AssetWorks' Development to proceed with building a custom report.

Product Enhancements Standard Terms

- For all product enhancements, full and final design details will be determined by AssetWorks Product Management during the internal scoping process and discussed with the customer. Exact naming conventions and fields are subject to change upon creation of the specification document and final design by AssetWorks.
- For all product enhancements, if the quoted design details are requested to change, all other noted scope and assumptions are negated and a re-quote or change order will be required.
- All enhancement services must be re-quoted and AssetWorks reserves the right to adjust the quoted delivery version and standard delivery timeline, if not signed with 30 days of delivery of the quote or earlier if noted above.

Custom Notifications Standard Terms

- The custom notification(s) assume usage of all FleetFocus settings out of the box, no additional rules outside of standard application logic are to be used such as advanced lookups or data transformations unless noted above in the scope and assumptions.
- Notification(s) is quoted for only supported versions and only for a specific version if noted above in the scope and assumptions.
- This notification(s) will be delivered in a future release if specified above or a custom package for customer's current version, as determined by AssetWorks during development phase. Notifications are quoted for only supported versions and assumed logic is quoted utilizing the latest major build release.
- All custom notification(s) require a licensed and installed MAXQueue Integration Module in a non-production and production environment.

Custom Interfaces Standard Terms

- The custom interface(s) assumes usage of all FleetFocus settings out of the box, no additional rules outside of standard application logic are to be used such as advanced lookups or data transformations unless noted above in the scope and assumptions.
- Interface is quoted for supported versions and only for a specific version if noted above in the scope and assumptions.
- The interface will be delivered in a future release if specified above or a custom package for customer's current version, as determined by AssetWorks during the development phase. Interfaces are quoted for supported versions and assumed logic is quoted utilizing the latest major build release. If a version of the interface is requested to be delivered that is lower than the version noted in the approved specification, it will require a change order.
- The customer must ensure their non-production system version matches the production system version until final interface testing is complete. Otherwise, a change order may be required to ensure the interface is compatible to a prior version.
- Interface errors or rejects will be sent to the MAXQueue error handler to review/reprocess. Customer is responsible for the management of errors/rejects; standard error processing rules and logic of FleetFocus will apply.
- Customer is responsible for any errors outside of FleetFocus from any external system, and these will not be processed through FleetFocus.
- Unless noted above in the specified interface scope and assumptions, all custom interfaces quoted only allow for all errors to be directed to a single MAXQueue error portal for review and re-processing. If as an example, multiple groups within an organization need to see separate errors based on variable criteria or by their group in different MAXQueue error portals, it would be considered a change request.
- Customer is responsible for working with AssetWorks' Professional Services to provide their business process, provide relevant files, web services schemas, coordinate FTP file transfers and identify the external system data mapping/elements requirements (i.e., web services, XML, APIs, etc.) for functional and technical specification(s) creation, development and/or quality assurance purposes.
- Customer is responsible for building the other side of the interface(s) for the external system(s) to push and pull data based on the direction specified as part of the

interface; customer is also responsible for resolving any firewall issues related to accepting or sending data on their side.

- If using web services or APIs, the customer must provide a fully maintained web service and API from the external system. The interface assumes the 3rd party technology is available within the FleetFocus standards to be able to access these methods and services. The customer's system must be capable of providing AssetWorks with the proper services and/or connections so that FleetFocus can distinguish data updates such as "INSERT" and "UPDATE" data and send items using triggers rather than timers. FleetFocus will process each change in this method specified, as it is received. FleetFocus assumes no call backs from 3rd party system web services or APIs that require additional data transformations unless otherwise noted in the scope.
- If the integration is scoped to accept attachment transfers, the customer must send one file per transaction and must send them in the FleetFocus supported format.
- All custom interface(s) require a licensed and installed MAXQueue Integration Module in a non-production and production environment.

Custom Deliverable(s) Standard Terms

- This quote assumes customer is properly licensed for necessary module(s) to utilize any areas which require licensing.
- All custom deliverable(s) (interfaces, reports, enhancements and/or notifications) or changes to out of the box reports and/or notifications assumes that only fields, screens, and tables currently available within FleetFocus are available to be sent and all fields utilized adhere to the FleetFocus data type and field length of the specific field, unless noted above in the scope and assumptions of this Statement of Work.
- All technical services must be re-quoted and AssetWorks reserves the right to adjust the quoted delivery version and standard delivery timeline, if not signed with 60 days of delivery of the quote or earlier if noted above.
- Core software features are not eligible for patch back or delivery cycle outside of standard release unless an adjusted delivery cycle is expressly specified in this document. Customers must upgrade to a new major version to receive and test these features.
- Development delivery timelines will be set upon signature of the specification by the customer; these dates will be coordinated as part of the project plan once specifications are signed.
- For AssetWorks to begin development, a customer approved custom deliverable specification(s) with data mapping to the FleetFocus database must be reviewed, approved, and signed by the customer; this includes any iterations after the initial approval.
- Signed functional and technical specification(s) take precedence on all design and development.
- Approval of all functional and technical specifications are required by the customer within 30 days of delivery by AssetWorks or AssetWorks reserves the right to adjust the delivery version and delivery timeline, unless otherwise noted.
- Testing is the customer's responsibility and expected to be completed within 30 days of delivery of the custom deliverable(s) by AssetWorks, unless otherwise noted. If the

custom deliverable(s) is a product enhancement, the Customer will be required to complete testing in the first available version containing the product enhancement, including an early delivery release if made available.

- All services will be performed remotely using web teleconferencing, unless otherwise noted.
- Non-production and production are required to be on a generally available (GA) release and the supported version(s) per assumptions noted above for custom deliverable(s).
- Customer may be required to upgrade, if FleetFocus business logic changes in future releases that impacts the dependencies for the custom deliverable(s). Upgrade services for FleetFocus are not included, unless otherwise noted.
- If customer changes their database type after signing design specifications a change order will be required.
- If a customer's internal systems (i.e., ERP) require any additional analysis, configuration and/or development to support the proposed custom deliverable(s), AssetWorks assumes the customer will provide internal resources to immediately resolve any work and/or process resolution needed to support the agreed upon project timeline. If AssetWorks is required to assist, a change order will be necessary.
- Customer will make appropriate technical resources available to AssetWorks' consultants and have all of the necessary and appropriate personnel at meetings for the purpose of defining the requirements of the system and project.
- Customer will appoint a single point of contact for the duration of the project. This person should have project management responsibilities and decision-making authority. This person will be the focal point of contact for AssetWorks' Professional Services and Customer Care team.
- AssetWorks assumes customer utilizes an internal system administrator to maintain all aspects of FleetFocus configuration, user training and system administrator duties including the setup of all FleetFocus data (customer responsibility) as required to support this custom deliverable(s).
- Customer will be responsible for working with AssetWorks' Professional Services and Customer Care teams to move the custom deliverable(s) into a production environment. Sign-off is required to move the custom deliverable from test to production and a secondary sign-off is required once in production for Customer Care to support the custom deliverable. As enhancements are delivered in a general release, there is no sign-off process to put them in a production environment.
- Annual maintenance for quoted custom deliverable(s) is billed upon delivery of the item(s) as defined the scope.
- The customer must maintain an active non-production environment that is configured and available for testing of all custom deliverables prior to the testing phase of a project.

Logistical and Scheduling Support

AssetWorks will need assistance from SHERMAN to coordinate training and roll-out schedules, communications with field personnel and setting up training sites.

Procedures for Handling Change Orders

If there is a change to the scope, or additional requirements to the project, these will be documented in the project change log, and the AssetWorks PM will review these potential changes with the SHERMAN Project Manager to determine the need and priority for the change. If the change is something that will be required, then the next determination would be who will be responsible for executing the change, if the change will result in a change of scope requiring additional support or effort from AssetWorks a formal change order request will be developed and provided to SHERMAN for review and approval to be added to the scope of work. Any changes to the scope of work will be reflected in the project decision log and will result in updates to the project scope of work, schedule, and budget, including the addition of any additional milestones. Only after all parties agree on the need for the change, and the plan for integrating the change into the overall implementation project plan, would AssetWorks begin work on this change.

Confidentiality

This proposed Statement of Work (SOW) contains CONFIDENTIAL INFORMATION of AssetWorks Inc. In consideration of the receipt of this document, SHERMAN agrees to not reproduce or disclose this information except to SHERMAN employees directly involved on a "Need to Know" basis.

STATEMENT OF WORK

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ORDER FORM

AssetWorks Inc.

1001 Old Cassatt Road Suite 204
Berwyn, PA 19312

Order #: Q-13371-3**Date:** 10/09/2024**Expires On:** 12/31/2024**To**

Kent Sweat
City of Sherman
Sherman, Texas
9038927366
kents@cityofsherman.com

Bill To

City of Sherman
Sherman, Texas
United States

This Order Schedule is issued pursuant to GSA Contract #: GS-35F-317GA between AssetWorks and the above named Customer. Parties agree to be bound by those terms and conditions.

Annual SaaS Costs

Description	QTY	Total
SaaS -- FleetFocus (Up to 600 Units)	600	Included
KPI/Dashboards Module	1	Included
Shop Activity Module	1	Included
Reporting Module	1	Included
Crystal Reports - includes one report writer	1	Included
AssetWorks APIs	1	Included
MobileFocus / Smart Apps, Enterprise	1	Included
Customer Access Module	1	Included
Telematics Module	1	Included
Annual SaaS Total:		USD 34,210.58

Professional Services

SaaS Implementation up to 600 units.

Description	Line Total
One-Time SaaS Environment and Reporting Database Setup Fee	USD 10,639.80
Project Management Services	USD 17,160.00
Project Kickoff & Orientation Services	USD 2,574.00
System Setup Services	USD 8,580.00
System Configuration/Design Services	USD 12,012.00
Fueling System Import Configuration Services	USD 1,716.00
Data Conversion Services	USD 10,296.00
API Module Installation and Overview Services	USD 2,200.00
MobileFocus EDGE Implementation Services	USD 3,432.00
MobileFocus SmartApps Implementation Services (Up to 1 App)	USD 2,574.00
Installation of Customer Access Module with PM Scheduling in Production Environment	USD 7,040.00
Installation of Telematics Cloud Integration Provider in a Production Environment	USD 7,040.00
Testing Services	USD 2,574.00
Training Services (1 Trip Onsite)	USD 8,580.00
Go Live Support Services (1 Trip Onsite)	USD 10,296.00
Post Go Live Services (1 Trip Onsite)	USD 6,006.00
Estimated Travel Services (3 Trips)	USD 7,500.00
Professional Services Total:	USD 120,219.80

First Year Project Total: USD 155,201.76

STATEMENT OF WORK

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AssetWorks Professional Services Standard Terms – New FA Customer

- FleetFocus license is based on active units in Fleet; rolling stock, trailers, yellow iron, etc.
- Additional Components can be licensed.
- All first year SaaS fees will be invoiced upon contract execution.
- All warranties conveyed by the manufacturer to AssetWorks are included.
- This is a high-level Professional Services estimate. Please see attached detailed statement of work (SOW) and project plan. The final signed SOW which specifies scope and pricing terms takes precedence over the "AssetWorks Professional Services Standard Terms – New Customer".
- Data conversion services include data load training and AssetWorks to load and provide troubleshooting assistance for the items listed below.
 - Equipment Master Records – fleet assets and components (estimated based on license)
 - Part Master Records - up to two inventory locations
 - Summary Cost History - summed totals of data by year and month
- Data conversion services assume the customer will extract the agreed-upon data from its current systems and populate AssetWorks provided Microsoft Excel™ templates with scrubbed and cleansed final data combined of all groups assets and parts. AssetWorks will consult with the customer on the data required to gather, necessary formatting and general mapping of items into the application but does expect the customer will do recommended and/or required clean-up as the customer has first-hand knowledge of their data.
- Detailed work order and purchase order/receipt history is not included, unless noted on quote.
- Crystal report training for modification or creation of reports is not included.
- All functional and operational groups who will be using and/or impacted by the new system should participate in all sessions, which will be conducted once. Repeating previously conducted sessions (i.e., system setup, data load training, system training, etc.) will require a change order for additional project budget.
- Training assumes train-the-trainer approach and one physical or remote location for training for all groups. The max class size is ten (10) participants. If the size of the organization is smaller and meets this class size for sessions such as technical, supervisor and storekeeper, direct end user training will be utilized over a train the trainer approach.
- Where applicable, standard training materials will be utilized. Quote does not include customized training materials, unless otherwise noted.
- Costs are estimated for a time & materials project however all technical services including custom interfaces, product enhancements, custom reports, out of the box integration setup services, etc. are provided at a fixed fee.
- Actual costs might be greater or lesser than those presented in this quote.
- Travel: If travel is required and quoted, expenses will be reimbursed as incurred, unless otherwise noted. Expenses include actual costs for lodging, air and ground travel and per diem rates for meal expenses (corporate rate/government agreement).
- If this order is abandoned, paused, or cancelled by the customer for any reason mid-effort, the customer will be billed for all AssetWorks time incurred at the current contracted labor rate.
- Professional Services engagements have an 8-12 week lead time from execution of contract/order.

SOW Signature Block

CITY OF SHERMAN Authorized Representative:	
Signature:	Date:
AssetWorks Authorized Representative:	
Signature:	Date:

Exhibit C

AssetWorks Master Subscription Agreement

<https://www.assetworks.com/tc-fleet/>

Exhibit D
City's Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

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

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

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

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

	Coverage Required	Limits
<u>X</u>	1. Worker’s Compensation & Employer’s Liability	▪ Statutory Limits of the State of Texas
<u>X</u>	2. General Liability	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
—	3. XCU Coverage	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.

STATEMENT OF WORK

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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 E
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 _____, 2021.

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

Exhibit D
Conflict of Interest Questionnaire, Form CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY	
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 _____ Signature of vendor doing business with the governmental entity Date		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021



ORDER FORM

AssetWorks Inc.

1001 Old Cassatt Road Suite 204
Berwyn, PA 19312

To

Kent Sweat
City of Sherman
Sherman, Texas
9038927366
kents@cityofsherman.com

Order #: Q-13371-3

Date: 10/09/2024

Expires On: 12/31/2024

Bill To

City of Sherman
Sherman, Texas
United States

This Order Schedule is issued pursuant to GSA Contract #: GS-35F-317GA between AssetWorks and the above named Customer. Parties agree to be bound by those terms and conditions.

Annual SaaS Costs

Description	QTY	Total
SaaS – FleetFocus (Up to 600 Units)	600	Included
KPI/Dashboards Module	1	Included
Shop Activity Module	1	Included
Reporting Module	1	Included
Crystal Reports - includes one report writer	1	Included
AssetWorks APIs	1	Included
MobileFocus / Smart Apps, Enterprise	1	Included
Customer Access Module	1	Included
Telematics Module	1	Included
Annual SaaS Total:		USD 34,210.58

Professional Services

SaaS Implementation up to 600 units.

Description	Line Total
One-Time SaaS Environment and Reporting Database Setup Fee	USD 10,639.80
Project Management Services	USD 17,160.00
Project Kickoff & Orientation Services	USD 2,574.00
System Setup Services	USD 8,580.00
System Configuration/Design Services	USD 12,012.00
Fueling System Import Configuration Services	USD 1,716.00
Data Conversion Services	USD 10,296.00
API Module Installation and Overview Services	USD 2,200.00
MobileFocus EDGE Implementation Services	USD 3,432.00
MobileFocus SmartApps Implementation Services (Up to 1 App)	USD 2,574.00
Installation of Customer Access Module with PM Scheduling in Production Environment	USD 7,040.00
Installation of Telematics Cloud Integration Provider in a Production Environment	USD 7,040.00

Testing Services	USD 2,574.00
Training Services (1 Trip Onsite)	USD 8,580.00
Go Live Support Services (1 Trip Onsite)	USD 10,296.00
Post Go Live Services (1 Trip Onsite)	USD 6,006.00
Estimated Travel Services (3 Trips)	USD 7,500.00
Professional Services Total:	USD 120,219.80

First Year Project Total: USD 155,201.76

AssetWorks Professional Services Standard Terms – New FA Customer

- FleetFocus license is based on active units in Fleet; rolling stock, trailers, yellow iron, etc.
- Additional Components can be licensed.
- All first year SaaS fees will be invoiced upon contract execution.
- All warranties conveyed by the manufacturer to AssetWorks are included.
- This is a high-level Professional Services estimate. Please see attache detailed statement of work (SOW) and project plan. The final signed SOW which specifies scope and pricing terms takes precedence over the “AssetWorks Professional Services Standard Terms – New Customer”.
- Data conversion services include data load training and AssetWorks to load and provide troubleshooting assistance for the items listed below.
 - Equipment Master Records – fleet assets and components (estimated based on license)
 - Part Master Records - up to two inventory locations
 - Summary Cost History - summed totals of data by year and month
- Data conversion services assume the customer will extract the agreed-upon data from its current systems and populate AssetWorks provided Microsoft Excel™ templates with scrubbed and cleansed final data combined of all groups assets and parts. AssetWorks will consult with the customer on the data required to gather, necessary formatting and general mapping of items into the application but does expect the customer will do recommended and/or required clean-up as the customer has first-hand knowledge of their data.
- Detailed work order and purchase order/receipt history is not included, unless noted on quote.
- Crystal report training for modification or creation of reports is not included.
- All functional and operational groups who will be using and/or impacted by the new system should participate in all sessions, which will be conducted once. Repeating previously conducted sessions (i.e., system setup, data load training, system training, etc.) will require a change order for additional project budget.
- Training assumes train-the-trainer approach and one physical or remote location for training for all groups. The max class size is ten (10) participants. If the size of the organization is smaller and meets this class size for sessions such as technical, supervisor and storekeeper, direct end user training will be utilized over a train the trainer approach.
- Where applicable, standard training materials will be utilized. Quote does not include customized training materials, unless otherwise noted.
- Costs are estimated for a time & materials project however all technical services including custom interfaces, product enhancements, custom reports, out of the box integration setup services, etc. are provided at a fixed fee.
- Actual costs might be greater or lesser than those presented in this quote.
- Travel: If travel is required and quoted, expenses will be reimbursed as incurred, unless otherwise noted. Expenses include actual costs for lodging, air and ground travel and per diem rates for meal expenses (corporate rate/government agreement).
- If this order is abandoned, paused, or cancelled by the customer for any reason mid-effort, the customer will be billed for all AssetWorks time incurred at the current contracted labor rate.
- Professional Services engagements have an 8-12 week lead time from execution of contract/order.

In the event Customer's business practices require that Customer issue a purchase order number prior to payment of any AssetWorks invoices issued under this Agreement, then such purchase order number must be entered below. Customer's

execution of the Order Form without designating a purchase order number shall be deemed Customer's acknowledgement that no purchase order number is required for payment of invoices hereunder.

Purchase Order Number:_____

Accepted by Customer:		Accepted by AssetWorks:	
Signature:	_____	Signature:	_____
Name (Print):	_____	Name (Print):	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Please sign and email to Allan Richardson at allan.richardson@assetworks.com.

THANK YOU FOR YOUR BUSINESS!



City Council Regular Meeting

Agenda Item No. G.1.

Meeting Date: 12/16/2024

Prepared By: Shawn Hackworth, IT Manager

Approved By: Robby Hefton, City Manager

Caption:

*** PAYMENT AUTHORIZATION**

Authorizing payment of \$152,696 for renewal of Tyler Technologies, Inc annual software maintenance for Finance, Utility Billing, Court, and HR system.

Issue:

Annual renewal of software maintenance for ERP Pro 10 for Finance, Utility Billing, Court, and HR systems

Background:

Finance, Utility Billing, and HR utilize Tyler Technologies ERP Pro 10 system for GL, AP, Utility Billing, Court, Payroll, and Employee records.

Origination:

Information Technology Department

Financial Consideration:

Funds are available in FY24-25 budget. Cost is \$152,696 annually.

Staff Recommendation:

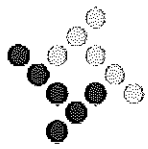
Staff recommends approval of the annual renewal.

Alternatives:

As directed by Council

Attachments:

1. Invoice



tyler
technologies

Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-486923	12/01/2024	1 of 3

Questions:

Tyler Technologies- Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

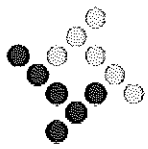


Bill To CITY OF SHERMAN
ATTN: IT DEPARTMENT
PO BOX 1106
SHERMAN, TX 75091-1106

Ship To CITY OF SHERMAN
ATTN: IT DEPARTMENT
PO BOX 1106
SHERMAN, TX 75091-1106

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
44583 - MAIN - MAIN	203893		USD	NET30	12/31/2024

Contract Date	Description	Units	Rate	Extended Price
Contract No.: Sherman, TX				
11/Dec/2006	Annual fee to support and host Web Site Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	1	1,200.00	1,200.00
11/Dec/2006	Combined Offering w/DataProse Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	1	3,600.00	3,600.00
11/Nov/2021	PCI Service Fee (Per Device) Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	6	180.00	1,080.00
15/Feb/2022	PCI Service Fee (Per Device) Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	3	180.00	540.00
26/Aug/2022	PCI Service Fee (Per Device) Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	4	180.00	720.00
13/Oct/2022	PCI Service Fee (Per Device) Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	1	180.00	180.00
20/Jun/2024	Court Case Resolution Bundle Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	1	0.00	0.00
05/Aug/2024	My Civic Utility Access Interface Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	1	0.00	0.00
18/Jan/2023	PCI Service Fee (Per Device) Cycle: Start: 01/Jan/2025, End: 31/Dec/2025	1	180.00	180.00
Content Manager Annual Fees		1		\$8,062.52
01/Jul/2010	Content Manager Core - Maintenance Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
ERP Pro Financials Annual Fees		1		\$77,010.95
01/Apr/2010	Core Financials - Maintenance Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/May/2010	Purchasing - Maintenance Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/May/2010	Fixed Assets - Maintenance Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/May/2010	Project Accounting - Maintenance Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Apr/2010	Human Resources Management (Includes Position Budgeting) - Maintenance Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Oct/2009	Accounts Receivable - Maintenance Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
11/Dec/2006	Accounts Receivable - Maintenance			



tyler
technologies

Remittance:
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(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-486923	12/01/2024	2 of 3

Questions:

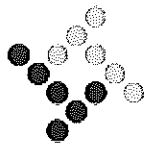
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Email: ar@tylertech.com

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Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
44583 - MAIN - MAIN	203893		USD	NET30	12/31/2024

Contract Date	Description	Units	Rate	Extended Price
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
16/Apr/2024	Applicant Tracking			
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
ERP Pro Utilities Annual Fees		1		\$34,374.20
01/Feb/2010	Utility Billing Water/Gas - Maintenance			
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Feb/2010	One Time Charge Import Utility			
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Feb/2010	Cashiering Receipt Import - Maintenance			
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Feb/2010	Additional Utility Handheld Meter-Reader Interface - Maintenance			
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Feb/2010	Cashiering - Maintenance			
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Apr/2010	Utility Payment Import Interface - Maintenance			
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
11/Dec/2006	Utility Access			
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
11/Jan/2013	INCODE CRM Web Services - Maintenance			
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
16/Sep/2016	Meter Data Sync with Scheduler - Maintenance			
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
10/Oct/2017	Custom Non-Meter Import Program - Maintenance			
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
Hardware Annual Fees		1		\$1,688.77
01/Aug/2010	Media Plus Automated Cash Drawer			
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Aug/2010	Media Plus Automated Cash Drawer			
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Aug/2010	Media Plus Automated Cash Drawer			
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Oct/2009	Epson TM-U950P Receipt Validation Printer			
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
19/Apr/2023	Epson TMH6000V Thermal Receipt Printer White USB NEW			
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
Municipal Justice Annual Fees		1		\$16,889.44
01/Aug/2010	Criminal Case Manager - Maintenance			



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technologies

Remittance:
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(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-486923	12/01/2024	3 of 3

Questions:

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Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
44583 - MAIN - MAIN	203893		USD	NET30	12/31/2024

Contract Date	Description	Units	Rate	Extended Price
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2020	Citation Issuing Device Interface - Maintenance			
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jan/2020	Court/Police Third-Party Interface (Import or Export of Citations/Warrants/Dispositions) - Maintenance			
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
16/Oct/2012	Citation Issuing Device Interface - Maintenance			
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
28/Jun/2023	Vasario Cash Drawer MultiPRO Interface to Printer Black DLL VB320 BL1616 NEW			
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
Technical Services Annual Fees		1		\$7,170.12
01/Apr/2010	Basic Network Services			
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			
01/Jul/2010	Disaster Recovery Services			
	Cycle: Start: 01/Jan/2025, End: 31/Dec/2025			

ATTENTION

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal 152,696.00

Sales Tax \$0.00

Invoice Total 152,696.00



City Council Regular Meeting

Agenda Item No. H.1.

Meeting Date: 12/16/2024

Prepared By:

Approved By: Robby Hefton, City Manager

Caption:

Other Business

Update from Noel Paramantham, TXDOT Paris District Engineer

Issue:

Background:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:

None



City Council Regular Meeting

Agenda Item No. H.2.

Meeting Date: 12/16/2024

Prepared By: Rob Rae, Developmental Services Director

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Site Plan for Bel Air HOA Amenity Lot, being 0.937 acres being in the Sharrod Dunman Survey, Abstract No. 329 and currently in the Bel-Air Planned Development; Terra Perpetua, LLC and Bel-Air Village SFR, LLC (Owner), Studio 13 Design Group, Leonard Reeves (Representative) and Kimley-Horn and Associates, Inc. (Surveyor) (4300 Block Bel Air Boulevard)

Issue:

Consideration of a Site Plan for 0.937 acres of land located in the 4300 Block Bel Air Boulevard in the Bel Air Village PD (Planned Development)

Background:

The property is located in the 4300 Block Bel Air Boulevard between South Highway 75 and Luella Road. The owner is requesting Site Plan approval for Bel-Air HOA Amenity Lot.

The following has been approved for this location:

- 7/16/2019 - Planned Development and site plan approval for Terra Perpetua Village (was zoned M-1)
- 8/18/2020 - Amending Planned Development and site plan approval under Ordinance No. 2280, Section 6.11, for Bel Air Village formerly known as Terra Perpetua Village (Ord No. 6232).
- 8/17/2021 - Amend a Planned Development and site plan approval under Ordinance No. 2280, Section 6.12, for Bel Air Village (Ordinance No. 6319).
- 4/19/2022 - Final Plat approval for Bel Air Village Multifamily Phase 1.
- 3/22/2022 - Preliminary Plat approval for Bel Air Village Multifamily Phase 1.
- 3/22/2022 - Site plan approval for Bel Air Village Single Family Phase 2 and Phase 3.
- 6/21/2022 - Preliminary Plat of Bel-Air Village Phase 2 (Single Family).
- 8/16/2022 - Final Plat of Bel-Air Village Phase 2 (Single Family).
- 10/18/2022 - Preliminary Plat approval of Bel-Air Village West Infrastructure.
- 12/13/2022 - Final plat approval of Bel-Air Village West
- 11/14/2023 - Site Plan for Bel Air Beach Club (Subject to the Staff Review Letter)

Origination:

Terra Perpetua, LLC and Bel-Air Village SFR, LLC (Owner), Studio 13 Design Group, Leonard Reeves (Representative) and Kimley-Horn and Associates, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the November 19, 2024 regular meeting, the Planning and Zoning Commission voted 5/1 to recommend to City Council that the Site Plan be approved. The proposed use is compatible with the City of Sherman Comprehensive Plan. Staff recommends that Council approve this item.

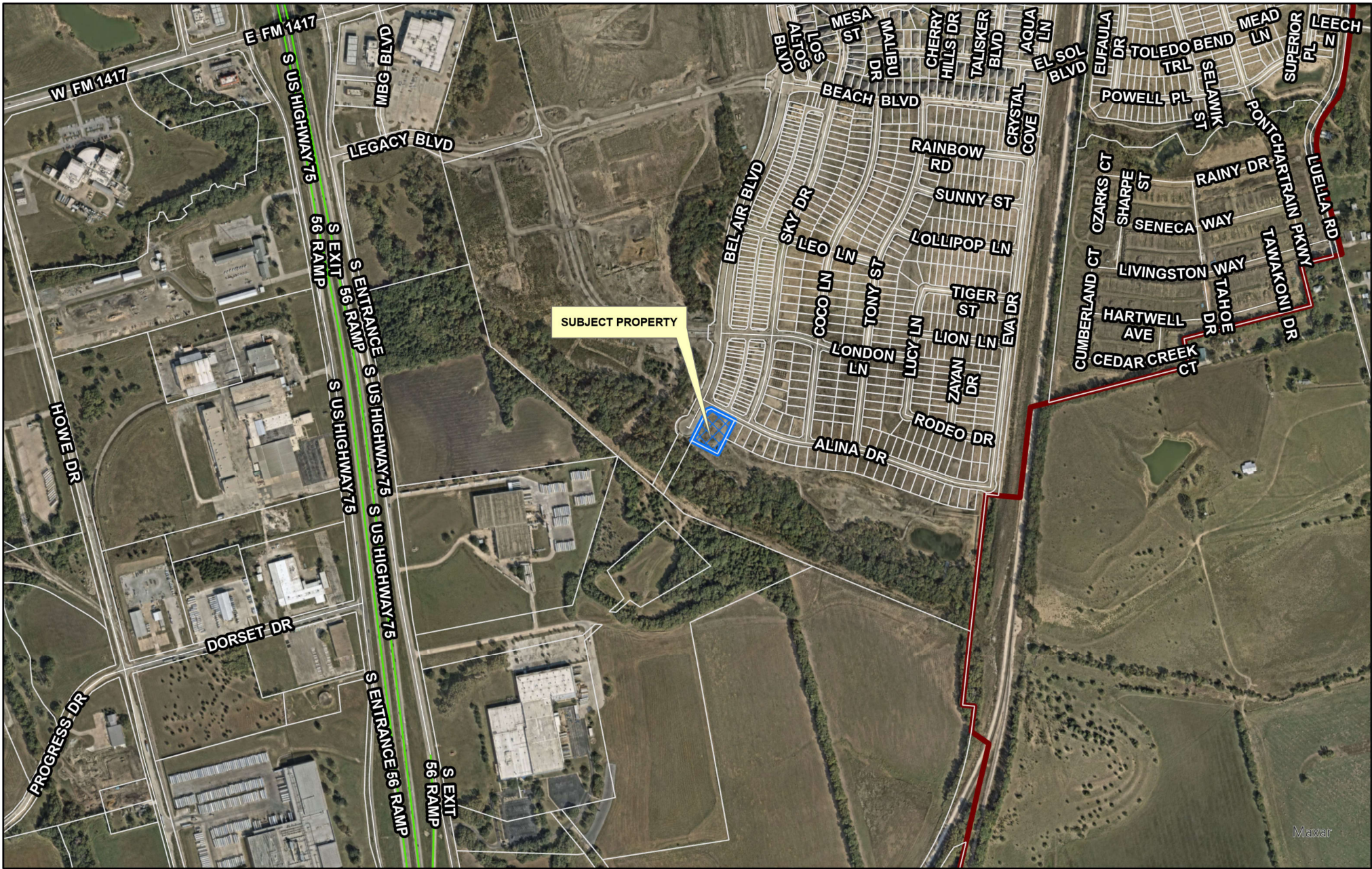
Alternatives:

The City Council could deny the request.

Attachments:

1. Location Map
2. Zoning Map
3. Highlighted Property
4. Site Plan
5. Landscape Plan

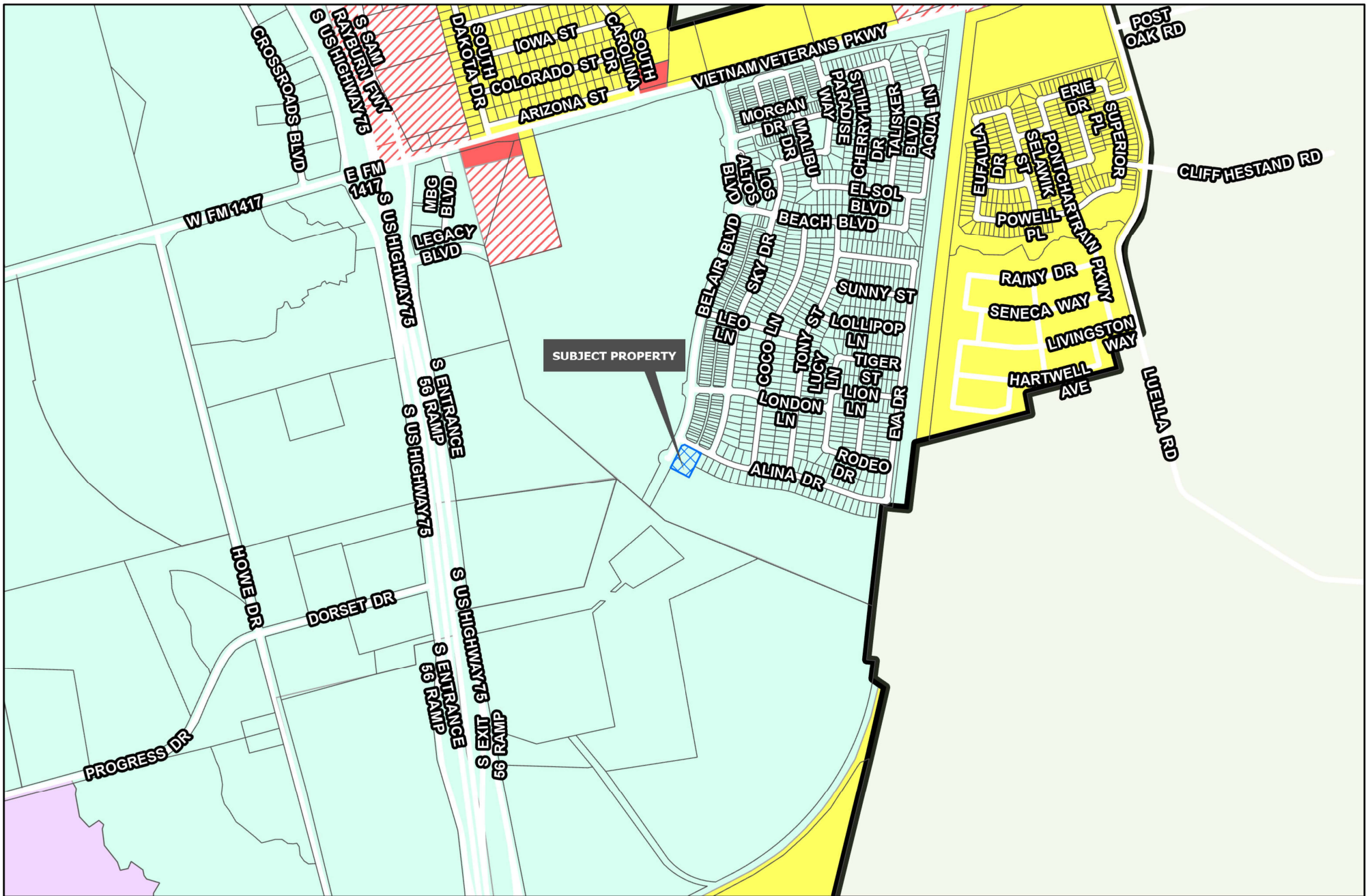
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City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
4300 BLK BEL AIR BLVD





Sherman
CLASSIC TOWN. BROAD HORIZON.

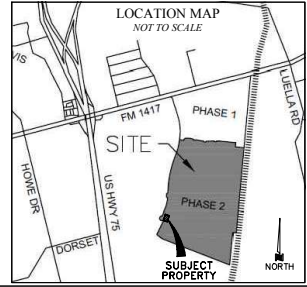
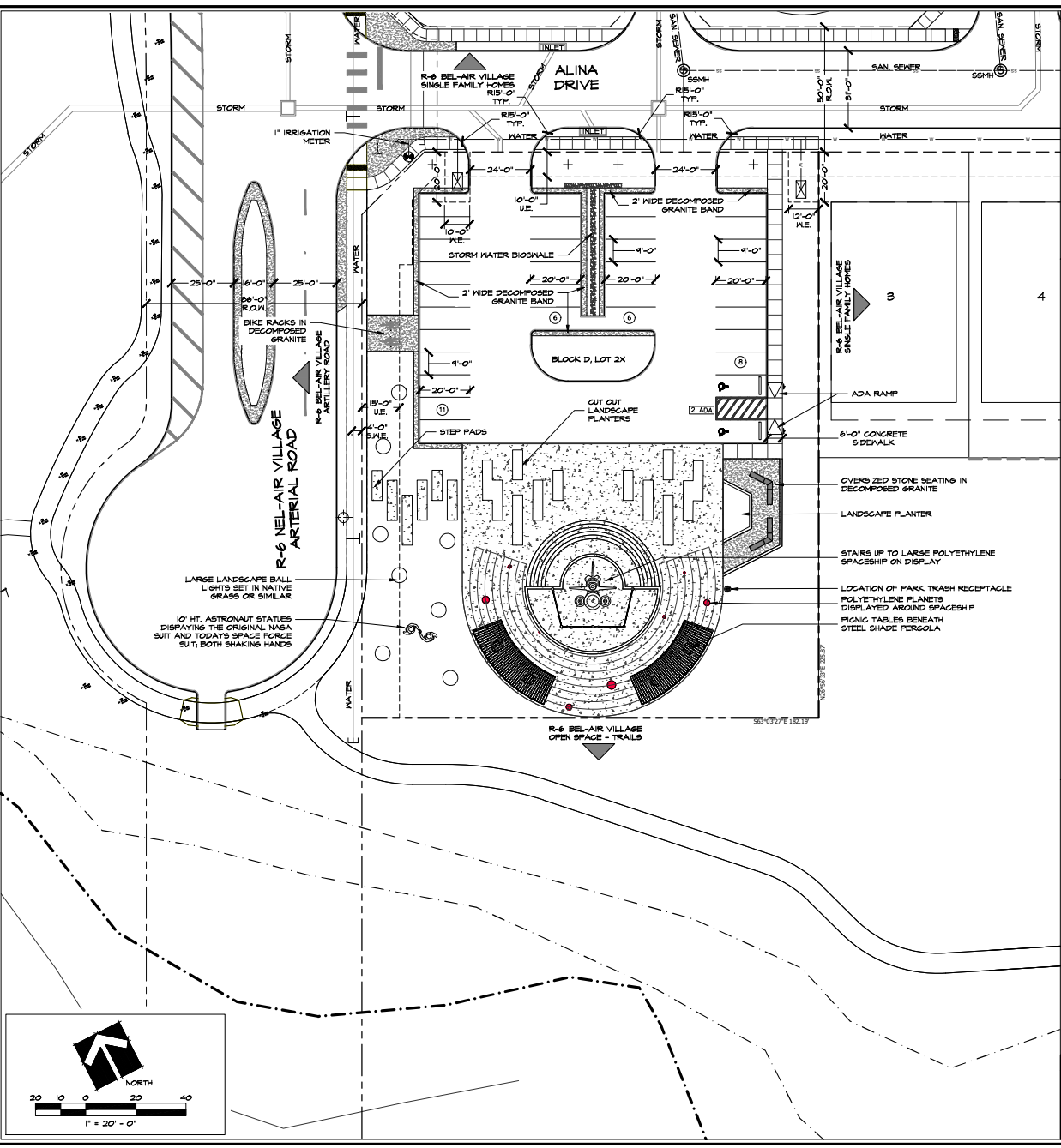
Development Services
Department

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

CITY OF SHERMAN
ZONING MAP
4300 BLK BEL AIR BLVD



Plotted by: Station10 Plot Date: 11/2/2024 11:04 AM
Drawing: W:\Shared\With Me\Shared\Projects\LDC083A -Bel Air - Value Engineering\DWG\LDC083A_SP-Parking.dwg Saved By: Station10
Save Time: 10/30/2024 5:42 PM



SITE PLAN
BEL-AIR HOA AMENITY LOT
Lot 2X, Block D
~AMENITY LOT~

BEING 0.937 ACRES OUT OF THE
SHARROD DUNMAN SURVEY, A-329
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

BLOCK D, LOT 2X SITE INFORMATION

ZONING: BEL-AIR PD (PLANNED DEVELOPMENT) DISTRICT
IN THE VILLAGE RESIDENTIAL DISTRICT
PROPOSED USE: PRIVATE RECREATION SPACE
LAND AREA: 40,839.28 S.F. OR 0.937 ACRES
PARKING PROVIDED: 31 SPACES + 2 ADA SPACES = 33 TOTAL
***HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS**

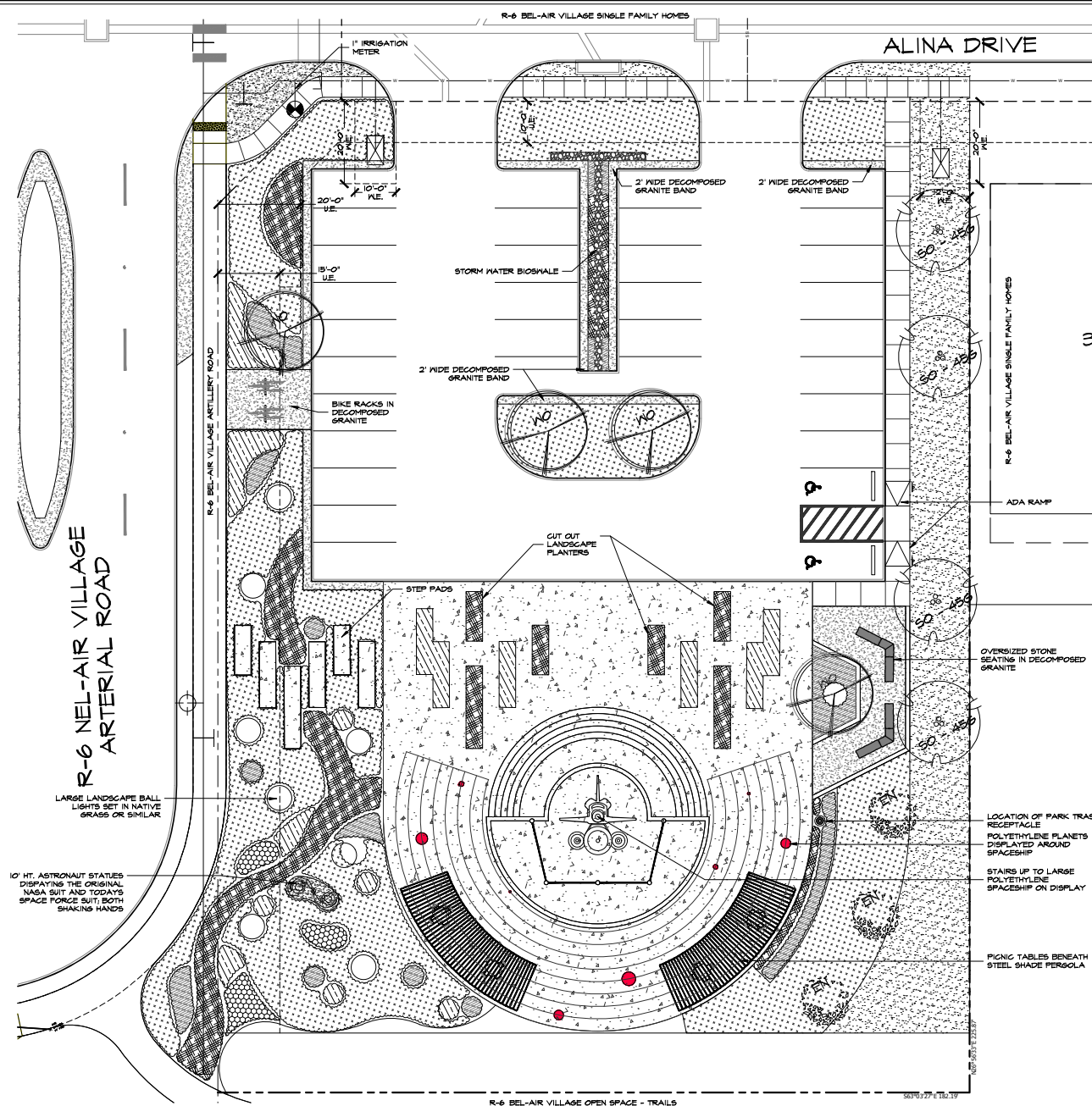
SITE DATA SUMMARY CHART- LOT 2X, BLOCK D		
PROPOSED	AREA	% OF LOT
LOT AREA	40,839.28 SF	
PARKING LOT	15,520.4 SF	38%
PARKING ISLANDS	2,280.5 SF	5.5% (14.6% OF PARKING ZONE)
HARDSCAPE (IMPERVIOUS)	25,074.7 SF	61.4%
LANDSCAPE (PERVIOUS)	15,764.6 SF	38.6%

LEGEND		
①	PROPOSED PARKING COUNT	756
BFR	BARRIER FREE RAMP	EXISTING CONTOUR INTERVAL
○	EXISTING POWER POLE	PROPOSED DOMESTIC WATER METER
●	EXISTING FIRE HYDRANT	PROPOSED IRRIGATION METER
⊙	EXISTING SANITARY SEWER MANHOLE	PROPOSED DETECTOR CHECK VAULT
+	EXISTING WATER MAIN W/ VALVE	PROPOSED CURB INLET
⊕	EXISTING LIGHTPOLE	EXISTING POWER POLE W/ GUY WIRE
—	EXISTING SANITARY SEWER	FINISHED FLOOR ELEVATION
—	EXISTING STORM	VISIBILITY, ACCESS, & MAINTENANCE EASEMENT (VAMP)
—	RIGHT-OF-WAY	EXISTING LIGHT POLE TO REMAIN
⌂	EXISTING BARRIER FREE RAMP	



STUDIO 13
DESIGN GROUP
Studio 13 Design Group, PLLC.
386 W. Main Street
Lewisville, Texas 75057
469-635-1900
TBAE Firm #08643

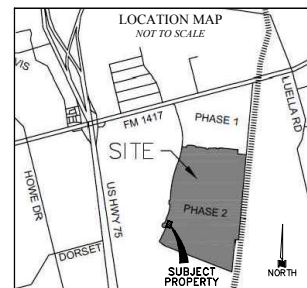
OWNER/DEVELOPER: BEL-AIR VILLAGE SRL, LLC C/O LENART DEVELOPMENT COMPANY 520 CENTRAL PKWY E#104 PLANO, TX 75074 PH: (469) 802-7200 CONTACT: RONNY GUERRERO	CIVIL ENGINEER: KIMLEY HORN & ASSOCIATES, INC. 260 E. DAVIS STREET, SUITE 100 MCKINNEY, TX 75069 PH: (972) 333-3580 CONTACT: MICHAEL CARLISLE, PE	LANDSCAPE ARCHITECT: STUDIO 13 DESIGN GROUP, PLLC. 386 W. MAIN STREET LEWISVILLE, TEXAS 75057 PH: (469) 635-1900 CONTACT: LEONARD REEVES, RLA, UI	PROJECT LDC083A PLATE 1 SHEET SP
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LANDSCAPE PROVIDED			
SYMBOL	COMMON/BOTANICAL NAME	QUANTITY	REMARKS
	SHUMARD OAK QUERCUS SUMARDI (45 GALLON)	4	6' MINIMUM SPREAD, MINIMUM 12' HEIGHT, FULL ROUNDED HEAD 6' MINIMUM BRANCHING HEIGHT, NURSERY GROWN
	WILLOW OAK QUERCUS PHellos (15 GALLON)	4	6' MINIMUM SPREAD, MINIMUM 12' HEIGHT, FULL ROUNDED HEAD 6' MINIMUM BRANCHING HEIGHT, NURSERY GROWN
	EVE'S NECKLACE SOPHORA AFFINIS (2" CALIFER)	3	5' MINIMUM SPREAD, MINIMUM 8' HEIGHT, 2" MIN. CAL., FULL HEAD NURSERY GROWN
	BLONDE AMBITION GRAMA GRASS OUTELOVA GRACILIS 'BLONDE AMBITION' (3 GALLON 18" O.C.)	802	
	LITTLE BLUESTEM GRASS SCHIZACHYRIUM SCOPARIUM (3 GALLON 18" O.C.)	428	
	PURPLE CONEFLOWER ECHINAGEA PURPUREA (5 GAL. 18" O.C.)	360	
	RATTLESNAKE MASTER ERYNGIUM YUCCIFOLIUM (2 GALLON 24" O.C.)	58	
	KEEPING LOVE GRASS ERAGROSTIS CURVILA (MINIMUM 100% COVERAGE)	6,490	
	COMMON BERMUDA GRASS SOLID SOD (MINIMUM 100% COVERAGE)	4,044	
	NATIVE RIVER ROCK	1475 SF	
	DECOMPOSED GRANITE 4" DEPTH	1546.6 SF	
	BLACK STEEL EDGING	210 LF	

SITE DATA SUMMARY CHART- LOT 2X, BLOCK D		
PROPOSED	AREA	% OF LOT
LOT AREA	40,839.28 SF	
PARKING LOT	15,520.4 SF	38%
PARKING ISLANDS	2,280.5 SF	5.5% (14.6% OF PARKING ZONE)
HARDSCAPE (IMPERVIOUS)	25,074.7 SF	61.4%
LANDSCAPE (PERVIOUS)	15,764.6 SF	38.6%

PARKING LOT REQUIREMENTS
A. OPEN LANDSCAPE AREAS EQUAL OR GREATER THAN 10% PARKING LOT AREA



STUDIO 13 DESIGN GROUP
Studio 13 Design Group, PLLC
300 W. Main Street
Lewisville, Texas 75057
469-451-1909
TRAC Form 008403

20 10 0 20
1" = 20' - 0"
Bar is one inch on original drawing. If not one inch on this sheet, adjust scale as necessary.
One Inch

AMENITY CENTER PLAN
LANDSCAPE PLAN
Bel Air Village, Phase 2
City of Sherman, Grayson County, Texas

PLAN REVIEW RETISSIONS
DATE
BY

PROJECT
LDC083A
PLATE 2
SHEET LS1



City Council Regular Meeting

Agenda Item No. H.3.

Meeting Date: 12/16/2024

Prepared By: Mary Lawrence, Chief Financial Officer

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Approval of the 2024 Ad Valorem Tax Roll Value and Tax Levy

Issue:

To consider approval of the Ad Valorem Tax Roll Value and Tax levy for fiscal year 2024-2025

Background:

Texas Tax Code Section 26.09(e) requires City Council approval of the final tax roll value and related tax levy. Taxes from the 2024 levy are collected during the City's 2024-2025 fiscal year. The Grayson County Tax Assessor/Collector has set the Tax Roll value of \$8,467,830,151 and related levy at \$41,209,866.80.

Origination:

Grayson County Tax Assessor/Collector Bruce Stidham

Financial Consideration:

There is no financial consideration to approving the tax value and levy.

Staff Recommendation:

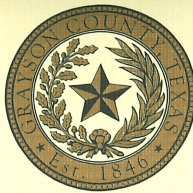
Staff recommends Council approval of the 2024 Tax Roll Value and Tax Levy in the amounts above.

Alternatives:

As this process is required by the Texas Tax Code, there are no alternatives.

Attachments:

1. 2024 Tax Year Value_L Levy Tax Assessor Collector (ID 432619)



COURTHOUSE
100 W. HOUSTON - SUITE 11
P.O. BOX 2107
SHERMAN, TX 75091

OFFICE OF
BRUCE STIDHAM
TAX ASSESSOR - COLLECTOR
GRAYSON COUNTY
www.co.grayson.tx.us

TAX OFFICE: 903-892-8297
VEHICLE REGISTRATION: 903-813-4225
FAX: 903-893-4973

November 25, 2024

VALUE/LEVY

Ms. Mary Lawrence
City of Sherman
P O Box 1106
Sherman, Texas 75091

Dear Ms. Lawrence:

Re: Section 26.09(e) SPTC

Please have your district approve your 2024 Tax Roll Values. Please sign as directed. Make a copy for your files and return the signed original to this office as soon as possible. These figures are actual tax roll value and tax levy billed figures.

2024 Tax Roll Value	\$ 8,467,830,151
2024 Tax Levy	\$ 41,209,866.80
2024 Special Assessment Levy	\$ 31,134.41

If you have any questions, please give us a call.

Very truly yours,

Bruce Stidham
Tax Assessor-Collector

BS:vh

City Secretary

City Mayor



City Council Regular Meeting

Agenda Item No. I.1.

Meeting Date: 12/16/2024

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

BOARD/COMMISSION APPOINTMENT

Animal Control Advisory Committee (1)

Issue:

Kyle Wiser has resigned from the Animal Control Advisory Committee. His term was supposed to expire on March 17, 2025. There are applications on file from Pedro Sanchez, Sarah Pierce, and Karen Murphy. Mr. Sanchez is currently an employee of the Sherman Animal Shelter. The appointment would be to fill the unexpired term to March 17, 2025.

Background:

The Texas Health and Safety Code, Section 823.005, requires that the City establish and maintain an Advisory Committee to assist the Animal Control Department in carrying out their duties. On February 12, 2020, the City Council approved Resolution 6593, creating an Animal Control Advisory Committee. The Committee serves in an advisory capacity to assist the City's Animal Control Department in compliance with City and State regulations concerning the operation of the City's Animal Control facility.

Origination:

The appointment originated with the Police Department.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

The staff's recommendation is to appoint Karen Murphy to the Animal Control Advisory Committee to fill an unexpired term to March 17, 2025.

Alternatives:

The alternative is to delay an appointment to the Committee or to appoint another applicant.

Attachments:

1. Animal Control Advisory Committee
2. Animal Control Advisory Committee - Fact Sheet
3. Kyle Wiser Resignation Email
4. Pedro Sanchez Application
5. Sarah Pierce Application
6. Karen Murphy Application

MEMBERSHIP ROSTER

ANIMAL CONTROL ADVISORY COMMITTEE

LENGTH OF TERMS: 3 Years

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Dr. Ken Lawrence		A 2/2/2021 R 2/2/2024	2/2/2024 2/2/2027	1 2	Licensed Veterinarian
Henry Marroquin		A 11/16/2021 R 3/17/2023	3/17/2023 3/17/2026	1 2	Municipal Official
Morgan Simpson		A 3/17/2020 R 3/17/2023	3/17/2023 3/17/2026	1 2	Animal Services Supervisor
Stephanie Phillips	n/a	A 3/17/2020 R 3/17/2022	3/17/2022 3/17/2025	1 2	Animal Welfare Organization
Kyle Wiser	1	A 3/17/2020 R 3/17/2022	3/17/2022 3/17/2025	1 2	Sherman Citizen
Janet Karam	1	A 4/2/2024	4/2/2027	1	Sherman Citizen
Aaron Jason Bucy	4	A 10/5/2021 R 10/5/2024	10/5/2024 10/5/2027	1 2	Sherman Citizen
Mignon Plyler	4	A 3/17/2020 R 3/17/2021 R 3/17/2024	3/17/2021 3/17/2024 3/17/2027	0 1 2	Sherman Citizen

NOTE:

Officers		Term Begins	Term Expires
Chairman	Aaron Bucy	4/13/2022	4/13/2024
Vice Chairman	Mignon Plyler	5/16/2024	4/13/2024

FACT SHEET

ANIMAL CONTROL ADVISORY COMMITTEE

Established by RESOLUTION 6593 – FEBRUARY 12, 2020

1. Number of Members: EIGHT (8)
2. Term of Appointment: THREE (3) YEARS
3. Consecutive Term Rule: TWO FULL TERMS
4. Qualifications for Membership: COMPRISED OF 8 MEMBERS, AS FOLLOWS: 1 LICENSED VETERINARIAN; 1 MUNICIPAL OFFICIAL; 1 SHERMAN ANIMAL SERVICES SUPERVISOR; 1 REPRESENTATIVE FROM AN ANIMAL WELFARE ORGANIZATION; AND 4 SHERMAN CITIZENS
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization

CHAIRPERSON E VICE CHAIRPERSON E SECRETARY E

ELECTED APPOINTED
7. Departmental Responsibility: POLICE CHIEF
8. Meeting Date: ROUTINELY, BASED ON ADOPTED MEETING SCHEDULE, AT LEAST QUARTERLY
9. Attendance Requirements: IF A MEMBER IS ABSENT 33% OF THE REGULARLY SCHEDULED MEETING IN A CALENDAR YEAR, REGARDLESS OF EXCUSED OR NOT, (SPECIAL EXCEPTIONS MAY BE MADE – SEE BY-LAWS)

=====

PURPOSE:

Committee is a citizen's committee to the City Council, created to assist the City in communicating awareness to the citizens of Sherman, regarding the services, procedure, and compliance with State regulations concerning the operation of animal shelters and coordinating review of programs and services to better serve the community.

RESPONSIBILITIES:

- (1) Assist in the development of Animal Services' mission and policies;
- (2) Review and recommend long-range planning and budgeting for Animal Services;
- (3) Provide research, guidance, advice, sponsor reports and contribute information relevant to Animal Services program development, policies and procedures;
- (4) Serve as liaisons to the community, increasing support and awareness of Animal Services and assisting in the resolution of citizen concerns, issues, and grievances

From: Aaron Bucy <bucyaaron@gmail.com>

Sent: Wednesday, November 13, 2024 9:25 PM

To: Kyle Wiser <kylewiser@gmail.com>

Cc: Boyle, Samuel <samuelb@cityofsherman.com>; Wolff, Karen <karenw@cityofsherman.com>

Subject: Re: Missed Meeting

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

Hey Kyle,

I'm sorry to see you go, but I totally understand. And I can also say with confidence that everyone else on the board understands too.

Letting me know is sufficient. I will forward your email to the proper people.

Thank you for the several years you served on this board. Best wishes my friend!

Aaron Bucy
903-744-5502
BucyDigital.com

Inline image

On Wed, Nov 13, 2024 at 9:20 PM Kyle Wiser <kylewiser@gmail.com> wrote:

Aaron,

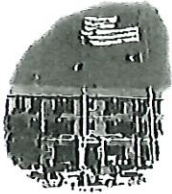
I just realized that I missed another meeting tonight. Up until this morning I had every intention of being there -- had it on my schedule and everything -- but today followed an unfortunate trend where by the time I get off work, my mind is scattered and I'm exhausted and to put it simply, it didn't even cross my mind again until now.

I think I need to step down from the Animal Advisory Committee and open my spot for someone who is better able to manage their own time and responsibilities so that they can contribute properly, as opposed to someone in my position that's found themselves spread too thin and is basically not contributing anything at all.

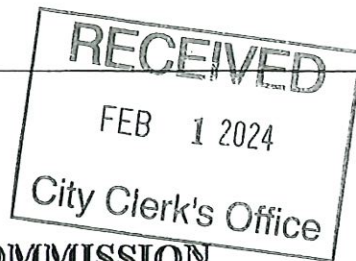
I'm not sure if informing you of this, as Committee President, is sufficient, or if I need to reach out to the city council/board, or what have you. Would you be able to confirm any further steps I may need to take?

I'm sorry that I haven't been able to provide more than I have up until this point.

Kyle Wiser



CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION
MEMBERSHIP



Return completed application to:
City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: Pedro J Sanchez

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission: Sherman Animal Services Advisory Board

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: <u>2613 N Shannon St, Sherman, TX 75092</u>	Business Name: <u>Sherman Animal Services</u>
Mailing Address: <u>2613 N Shannon St, Sherman, TX 75092</u>	Occupation: <u>Animal Services Officer</u>
Telephone: <u>903-814-1051</u> Fax: _____	Address: <u>1800 E Ida Rd, Sherman, TX 75090</u>
E-Mail: <u>pedros@cityofsherman.com</u>	Telephone: <u>903-892-7255</u> Fax: _____
Sherman Resident for <u>26</u> years County: <u>Grayson</u>	E-Mail: <u>pedros@cityofsherman.com</u>
Drivers License No.: <u>36765479</u>	
Voter Registration No.: <u>87108</u> ✓	

Which Council District do you live in? (see attached map) District 1 ✓

Prior work experience: (please include dates)

Sherman Animal Services : May 2021- current

Greenville ISD Substitute Teacher: 2020-2021

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 2016

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: Texas A&M Commerce ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

I volunteered at the Sherman Goodwill while in high school. 2014 & 2015

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Taxes - None

Application held for 12 months from date received

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (*how would you use this experience to benefit the City*)?
I want to provide input that will help the Animal Shelter and the community. My background growing up in the
City of Sherman and now working within the shelter gives me a unique perspective that I think will positively impact
the Advisory Board.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Shelter reputation within the community: I would love to see the shelter continue to grow in regard to public
outreach within the community. They currently do low cost adoption specials, but might be able to arrange more
presentations that positively impact the Sherman Animal Shelter's image.

2) Aesthetic of the Animal Shelter: Continuing to make the shelter appear as friendly and welcoming as possible.
This has already been improving at a rapid pace. For example, the inside of the dog runs could be more inviting
or quieter, allowing the general public to take their time while looking at the dogs.

3) Size and housing within the shelter: The Animal Shelter could use more specialized areas and kennels for nursing
animals, quarantine animals, and sick/injured animals.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Basic Animal Control Officer Certification, Euthanasia Certification, trained in shelter cleaning, animal behavior, field
work, some animal medical work, public outreach presentations at schools.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

I work for the City of Sherman Animal Shelter, but believe my experience would be an asset to the board.

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☒ Yes ☐ No
Comments: I've spoken with my supervisor about my interest in joining the advisory board.

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and
Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied,
and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of
their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including
those received after the posted deadline, will remain on file for one year from the date of receipt.

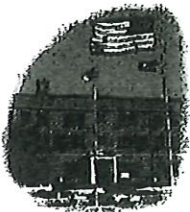
Signature: _____

Date: _____

2/1/2024

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION
MEMBERSHIP

RECEIVED
FEB 16 2024
11:29:00
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:

Sarah Reese

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board

or Commission:

Animal Control Agency

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information

Home Address: 1102 S. Elm St.

Mailing Address: Same

Telephone: 903-357-0745 Fax: _____

E-Mail: Sarah@thevillewheeler.com

Sherman Resident for 21 years County: Carracas

Drivers License No.: 03855969

Voter Registration No.: 36351 ✓

Occupational Information

Business Name: The After White Bar

Occupation: Owner

Address: 218 W. Houston St. Suite 100

Telephone: 903-546-5002 Fax: N/A

E-Mail: Sarah@thevillewheeler.com

Which Council District do you live in? (see attached map) 4 ✓

Prior work experience: (please include dates)

VP of Community Engagement @ Goodwill of Northeast TX 2016-2023

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1993

Business College, Correspondence School, Adult Education, Other? Brookdale Community College MSW

Name of College/University: 1 ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

Shoreland Cleanup 2016 - 2017, 2018 - 2019, 2020 - 2021, 2022 - 2023, 2024 - 2025, 2026 - 2027, 2028 - 2029, 2030 - 2031, 2032 - 2033, 2034 - 2035, 2036 - 2037, 2038 - 2039, 2040 - 2041, 2042 - 2043, 2044 - 2045, 2046 - 2047, 2048 - 2049, 2050 - 2051, 2052 - 2053, 2054 - 2055, 2056 - 2057, 2058 - 2059, 2060 - 2061, 2062 - 2063, 2064 - 2065, 2066 - 2067, 2068 - 2069, 2070 - 2071, 2072 - 2073, 2074 - 2075, 2076 - 2077, 2078 - 2079, 2080 - 2081, 2082 - 2083, 2084 - 2085, 2086 - 2087, 2088 - 2089, 2090 - 2091, 2092 - 2093, 2094 - 2095, 2096 - 2097, 2098 - 2099, 2100 - 2101, 2102 - 2103, 2104 - 2105, 2106 - 2107, 2108 - 2109, 2110 - 2111, 2112 - 2113, 2114 - 2115, 2116 - 2117, 2118 - 2119, 2120 - 2121, 2122 - 2123, 2124 - 2125, 2126 - 2127, 2128 - 2129, 2130 - 2131, 2132 - 2133, 2134 - 2135, 2136 - 2137, 2138 - 2139, 2140 - 2141, 2142 - 2143, 2144 - 2145, 2146 - 2147, 2148 - 2149, 2150 - 2151, 2152 - 2153, 2154 - 2155, 2156 - 2157, 2158 - 2159, 2160 - 2161, 2162 - 2163, 2164 - 2165, 2166 - 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Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? un / p

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

Well, the welfare of our community is important to me, this includes taking care of the animal population as well. I am also interested in animal safety while they travel in vehicles, at school, and would like to lead in how we can work to ensure their safety.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) As should / Grayson County continues to grow, the city pushes out the natural wildlife population which moves into our community.

How can we continue w/ growth while being mindful of our animal population.

2) Feral population is growing

3) To be able to see the shelter animals that are up for adoption possibly used in a way that could bring comfort to someone in need. It is a pipe dream, and yet that is where many wonderful things begin.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Not sure having animals is a skill. I enjoy learning various areas about our city and would like the opportunity to serve.

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No

Comments:

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: Shelbi

Date: Feb 14, 2024

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN
APPLICATION FOR BOARD OR COMMISSION
MEMBERSHIP

RECEIVED
DEC 10 2024
City Clerk's Office

Return completed application to:
City Clerk's Office
220 W. Mulberry
P.O. Box 1108
Sherman, TX 76091
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: Karen Murphy
(Please print legal name and your name as you wish it to appear, if different.)

Name of Board or Commission: Animal Advisory Board

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational
Home Address: <u>1121 W Belden Sherman TX</u>	Business Name: _____
Mailing Address: <u>Same</u> <u>75092</u>	Occupation: _____
Telephone: <u>903-814-4946</u> Fax: _____	Address: _____
E-Mail: <u>KAMurphy72@gmail.com</u>	Telephone: _____ Fax: _____
Sherman Resident for <u>20⁺</u> years County: <u>Crawson</u>	E-Mail: _____
Drivers License No.: <u>12608874</u>	
Voter Registration No.: <u>1625127519</u> ☒	

Which Council District do you live in? (see attached map) 301 District 1 ☒

Prior work experience: (please include dates)
Physical Therapist Inc - 1983 - Present

Educational Achievement:

High School Graduate? ☐ Yes ☐ No Year Graduated/Left School? _____
Business College, Correspondence School, Adult Education, Other? _____
Name of College/University: University of Lowell MA ☒ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

- Denison Animal Welfare Group - 2014 - 2022

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 - Current

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)?

TO assist the community - with options - transport programs
Animal Care/Injuring Dogs/cats to less populated areas, Programs to assist
with medical costs of injured Pets -

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) - Pet overpopulation - Explore low cost spray/neuter options for
the community

2) Stray & Dumped Pets - offer - microchips (free) to Pet owners
to facilitate Return of Pets to owners - to help identify
Pet owners -

3) - Cost of maintaining Pets in the Home - Explore community
options to assist with keeping Pets with owners - (e.g. low
cost vaccines - food banks -

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Worked in Animal Rescue for 15 years - Board of S.A.W.G.
- worked & assisted on Animal Transp. - - Dogs as my co-pilot.

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: _____

Kan L. L. L.

Date: 11-26-24

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.

2024 Council Calendar

January						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
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February						
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March						
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April						
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August						
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September						
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	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

CALLED MEETINGS	
4/19/2024	Budget Planning Meeting
5/23/2024	CIP Work Session
6/26/2024	Budget Workshop
9/23/2024	Called Meeting - Canvas Election
12/9/2024	Special Called Meeting

2025

Council Calendar

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August						
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September						
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October						
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November						
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December						
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	Budget Workshop
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[illegible]